WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, April 14, 2025, 6:00 p.m.

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

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

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

3. **INVOCATION** - Pastor Tim Clark - Haven Worship Center

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

5. **PRESENTATIONS**

5.A **"Earth Day" Proclamation - Brittany Hart, Public Works Director**

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

Proclamation

5.B **"Junior League of Greater Winter Haven Day" Proclamation - Elle Carter, President and Nikki Sterling, DEIB Chair - Junior League of Greater Winter Haven**

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

Proclamation

5.C **"Winter Haven Senior High School Girls Basketball Team Day" Proclamation - Johnnie Lawson, Head Coach and Billy Washington (Assistant Head Coach) - Winter Haven High School**

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

Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

7.A **March 10, 2025, Regular City Commission Meeting Minutes**

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

2025-03-10 DRAFT Regular City Commission Meeting Minutes with Links and Attachments

7.B **March 19, 2025, City Commission Agenda Review Session Meeting Minutes**

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

2025-03-19 DRAFT Agenda Review Session Minutes with Link

7.C **March 24, 2025, Regular City Commission Meeting Minutes**

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

2025-03-24 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

8. COMMENTS FROM THE AUDIENCE

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

10. CONSENT AGENDA

10.A **Summer Camp Bus Lease - The School Board of Polk County**

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

Summary - Summer Camp Bus Lease - The School Board of Polk County
The School Board of Polk County Letter 2025
The School Board of Polk County Bus Lease 2025

10.B **Authorization for Travel and Training - Florida City & County Management Association (FCCMA) 2025 Annual Conference**

Staff Contact: *AJ Nicholson, Assistant to the City Manager, anicholson@mywinterhaven.com*

Summary - 2025 FCCMA Travel
2025 FCCMA Conference Information

10.C **ITB-25-16 Bio-Solids Hauling Contract - Award to Republic Services of Florida, Limited Partnership (Lakeland, FL)**

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

Summary - Award of ITB-25-16 Bio-Solids Hauling Contract to Republic Services of Florida
ITB-25-16 Recommendation of Award
ITB-25-16 Bid Tab Sheet
ITB-25-16 Republic Services' bid response

10.D **Lake Howard Gravity Main Final Change Order (ITB-23-28)**

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

Summary - Lake Howard Gravity Main Final Change Order
Change Order #01 Force Main Directional Drill
Change Order #02 Force Main Upsizing
Change Order #03 Final Quantity Over & Underruns
Change Order #04 Mill & Resurface
Change Order Authorization Form

10.E **Harmony Master Lift Station Change Order #3 (ITB-23-07)**

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

Summary - Harmony Master Lift Station Change Order 3

Engineer change order approval form #3
Change Order #3 Authorization Form #3
Harmony Master Lift Station, Change Order 1
Harmony Master Lift Station, Change Order 2

10.F **Purchase of Neptune, Mach 10, potable and reclaim meters**

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

Summary - Purchase of Neptune, Mach 10, potable and reclaim meters
Ferguson Waterworks, Bid No B568090

10.G **Purchase of Streets Division Vehicles and Equipment**

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

Summary - Purchase of Streets Division Equipment and Vehicles
Florida Coast Equipment LLC Quote - Kubota Skidsteer
Orlando Freightliner Inc Quote - Freightliner 16' Dump Truck
Duval Ford Quote - 2024 F250 Super Duty Regular Cab

10.H **Purchase of 2026 Autocar ACX64 with New Way Sidewinder Refuse Body for Residential Solid Waste Collection**

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

Summary - Purchase of 2026 Autocar ACX64 with New Way Sidewinder Refuse Body for Residential Solid Waste Collection
CSM Companies Quote

10.I **Developer's Agreement - The Carl Winter Haven, LLC**

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

Summary - Developer's Agreement with The Carl Winter Haven, LLC
Developer's Agreement
The Carl Application

11. RESOLUTION(S)

11.A **R-25-13 - Accepting the conveyance of Property**

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

Summary - Resolution R-25-13
Resolution R-25-13

11.B **R-25-14 - Request by ERPC Peace Creek, LLC 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 Annabelle Estates Subdivision**

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

Summary - Resolution R-25-14
Resolution R-25-14

11.C **R-25-15 - Request by Starlight Homes Florida, LLC 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 Sunset Hills Subdivision**

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

Summary - Resolution R-25-15
Resolution R-25-15

11.D **R-25-16 - Request by Crosstower Project, LLC for final plat approval of the Residences at Winter Haven subdivision**

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

Summary - Resolution R-25-16
Resolution R-25-16

11.E **R-25-17 - Request by Blackfin Traditions, LLC for final plat approval of the Traditions Retail Commercial Subdivision.**

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

Summary - Resolution R-25-17
Resolution - R-25-17

11.F **R-25-18 - Request by TBHG, LLC to vacate four public utility easements established in 1981; the easements consist of a 15-foot-wide water main easement totaling 3,269.41 feet in length**

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

Summary - R-25-18 utility vacation Lake Deer
Resolution R-25-18

12. ORDINANCE(S) - FIRST READING

12.A **O-25-11 - Request by PTP Real Estate Enterprises, LLC to assign Neighborhood Support Future Land Use to an annexed parcel (75 Sage Road)**

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

Summary - Ordinances O-25-11 and O-25-12
O-25-11

12.B **O-25-12 - Request by PTP Real Estate Enterprises, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel (75 Sage Road)**

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

Summary - Ordinances O-25-11 and O-25-12
O-25-12

12.C **O-25-17 - Amending O-24-44 appropriating funds for the fiscal year ending September 30, 2025.**

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

Summary - O-25-17
O-25-17
Exhibit A Final

13. NEW BUSINESS

13.A **Purchase and Sale Agreement between FCM and the City of Winter Haven, First Amendment to Developer's Agreement, Right of First Refusal, and Option Agreement**

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

Summary - FCM PSA

Agreement for Purchase and Sale of Real Property
First Amendment To Developers Agreement
Right of First Refusal
Option Agreement - NE Parcel
Signed / Sealed Survey
Florida Can Manufacturing - map

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, Winter Haven, Florida, is part of a global community desires to take action to create positive environmental change; and

WHEREAS, on April 22, 1970, approximately 20 million Americans came together to celebrate the first *Earth Day*; and

WHEREAS, *Earth Day* is now observed on this date internationally as sanctioned by the United Nations; and

WHEREAS, the City of Winter Haven is committed to promoting science based sustainable environmental practices; and

WHEREAS, in working towards a sustainable future for our children, we must also provide them the necessary tools for them to solve the environmental problems of the future; and

WHEREAS, through constant and friendly communication about environmental issues, citizens will tend to be more creative, sensitive, experimental, and flexible in resolving the challenges faced; and

WHEREAS, an international *Earth Day* can draw people together in appreciation of their mutual home, Planet Earth, and bring a global feeling of community through realization of our mutual dependence on each other.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim April 22, 2025, as

"Earth Day"

in the City of Winter Haven and urge all citizens to support efforts of environmental literacy and contribute to a healthy and sustainable future.

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 April, 2025.



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, the Junior League of Greater Winter Haven has been a vital force in the community for over 40 years, dedicated to promoting volunteerism, developing the potential of women, and improving the community through the effective action and leadership of trained volunteers; and

WHEREAS, the Junior League of Greater Winter Haven has made a lasting impact through its projects and initiatives that promote literacy, health, education, and youth development, enriching the lives of countless residents throughout Winter Haven and beyond; and

WHEREAS, in continuing their mission to enhance the well-being of our community, the Junior League of Greater Winter Haven has generously committed to placing a Little Library at the Reuben Williams Sports Complex, fostering a love of reading and learning for children and families who visit the park; and

WHEREAS, the Little Library project embodies the spirit of community engagement, providing an opportunity for residents to take a book, share a book, and connect with one another through the joy of reading; and

WHEREAS, the City of Winter Haven recognizes the Junior League of Greater Winter Haven for its unwavering commitment to service, leadership, and community empowerment, and we are proud to celebrate their efforts in building a brighter future for all.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim April 14, 2025 as

"Junior League of Greater Winter Haven Day"

in the City of Winter Haven in recognition of their 40+years of dedication to improving the lives of citizens and for their continued service to our community. We extend our heartfelt gratitude to the Junior League of Greater Winter Haven for their ongoing contributions and look forward to the continued positive impact of the Little Library at the Reuben Williams Sports Complex.

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 April, 2025.



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, On March 8, 2025, the Winter Haven High School Girls' Basketball Team triumphed as Florida High School Athletic Association (FHSAA) State Champions at the RP Funding Center in Lakeland, Florida. Their relentless dedication and exceptional teamwork have forever illuminated our community's spirit and pride; and

WHEREAS, the Winter Haven High School Girls' Basketball team is to be respected, recognized and rewarded for their accomplishment. Three years, back-to-back (2022, 2023, 2024), they fell to defeat. In 2025, they rose to victory, avenging their back-to-back nemesis squad; and

WHEREAS, the 2024-2025 team's success is exemplified by "Court Maestros" Serenity Hardy, Quin 'Nya Sanders, Jaeden Williams, Dariasia Pitts, Azzariah Styles, Alyse Mercredi, Amaya Shaw, Aubrey Hall, Lauren Jordan, Alicia Smith, Faith Thompson, Victoria Hall, and Dashanique Henry. The Winter Haven High School Girls' Basketball Team has achieved an enduring legacy of excellence, establishing themselves as a dynasty under the leadership of Head Coach Johnnie Lawson, Assistant Head Coach Billy Washington and their dynamic coaching staff; and

WHEREAS, since taking the helm in 2008, Coaches Lawson and Washington have steered this exceptional team to an astounding 425 victories, embodying resilience, dedication, and mastery of the game. The Winter Haven High School Girls' Basketball team has won 17 District Championships in the past 17 years, 15 Regional Championships in the past 17 years, 15 Final Four playoff appearances in the past 17 years, brought home four State Championships in the last nine years, and proudly represented our city with two National Championship appearances; and

WHEREAS, this program has nurtured countless athletes who have advanced to compete in Division I colleges, attend prestigious institutions such as West Point Academy and achieve professional success. Thus, exemplifying excellence on the court and in life. The leadership of Coaches Lawson and Washington has fostered a culture of teamwork, sportsmanship, and high achievement, inspiring generations of student athletes and cementing the Winter Haven High School Girls' Basketball team status as an undeniable force in high school athletics.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim this day, April 14, 2025 as

"Winter Haven High School Girls' Basketball Team Day"

in the City of Winter Haven in recognition of their extraordinary achievements and the dynasty built by Coaches Lawson and Washington. May their unparalleled success continue to inspire our community and future generations.

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 April, 2025.



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

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, March 10, 6:00 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:VA6C2:8ebda44c-40f4-469f-ade2-4b7fe135ec90
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. **CALL TO ORDER** - Mayor Birdsong called the regular meeting to order at 6:00 p.m.

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

Commissioners Present: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton Dollison.

Staff Present: City Manager T. Michael Stavres; City Attorney John Murphy; Deputy City Manager Michael "M.J." Carnevale; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Winter Haven Regional Airport Director Tryo Heidel; Public Works Director Brittany Hart; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

3. **INVOCATION** – Dr. Steve Harness, First Baptist Church

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

5. **PRESENTATION(S)**

A. "Developmental Disability Awareness Month" Proclamation - Kelly Lane, Development Director - Achievement Academy

City Manager Stavres read aloud the proclamation recognizing "Developmental Disability Awareness Month" in the City of Winter Haven. Ms. Lane thanked the City Commission and gave more information about the academy.

B. "Donate Life Month" Proclamation - Christine Daniels, LifeLink Volunteer

City Manager Stavres read aloud the proclamation recognizing "Donate Life Month" in the City of Winter Haven. Ms. Daniels thanked the City Commission.

C. "Irish American Heritage Month" Proclamation - Greg Sean Canning, Ancient Order of Hibernians Florida State Secretary

City Manager Stavres read aloud the proclamation recognizing "Irish American Heritage Month" in the City of Winter Haven. Mr. Canning thanked the City Commission.

DRAFT

D. Thompson Nursery Road Project Update - Jay Jarvis, Director, Polk County Roads & Drainage Division

City Manager Stavres introduced Polk County Roads and Drainage Division Director Jay Jarvis.

Segment 1 Roll Plot *(slide)*

Mr. Jarvis gave an overview of this project. He said that the project was really divided into two phases. Phase 1 had four segments to it between U.S. Highway 17 in Eagle Lake and west Ruby Lake Road while Phase 2 (also called Segment 5) went west Lake Ruby Road to U.S. Highway 27, which was how he was going to approach going through the slides. He explained that Segment 1 of Phase 1 was from U.S. Highway 17 to Rifle Range Road or Snively Avenue and that the alignment was adopted mid-2007-2008 by the [Polk County] Board of County Commissioners (BoCC). They were waiting on the Florida Department of Transportation (FDOT) permit for the U.S. Highway 17 connection and FDOT had requested some improvements within the existing right-of-way (ROW) and the County was working on them with that. He said that their intent was that this would go out to bid in the summer of 2025 and start construction by this fall 2025 and that the segment would be from where the stoplight was and where it tied back into the existing Rifle Range Road and then transition down.

Segment 2 Roll Plot (Sheet 1 of 2) *(slide)*

Mr. Jarvis explained that as you worked your way down on the slide with north to the left, from Eloise Loop down, a portion of Segment 2 that went from where Segment 1 was terminated all the way to Segment 3, which was the other side of the CSX corridor, in conjunction with the Villamar Development so this was the upper portion of the proposed alignment. He reported that they were shooting for this alignment to go to the BoCC sometime in April [2025] for their approval so they could move forward into design.

Segment 2 Roll Plot (Sheet 2 of 2) *(slide)*

Mr. Jarvis explained that there was an alignment around Lake Gwyn that came around where the City's [wastewater treatment] plant was on the north end of the Intermodal Logistics Center (ILC) that crossed over the CSX Railroad and tying into what was currently constructed as Segment 3. He said that once that was approved by the BoCC, they would go into design, develop plans, do permitting, and move into the ROW acquisition. They had already started some preliminary ROW acquisition along this corridor with those that were willing to work with the County to avoid going through the court system and do condemnation. He said that they had acquired some properties along this corridor already and that the intent would be within 3-4 years. He also said that the intent was to build Segments 2 and 4 and if funding was available at that time, hopefully Segment 5, which they were shooting for, and done as one contract.

Segment 3 & 4 Concept *(slide)*

For Segment 3, Mr. Jarvis said that this was the portion that was built with Villamar up to where it showed a stoplight, which was not currently there with the new alignment. There was currently a temporary connection there that if you came up from Eloise Loop Road you had to turn to get onto Segment 3. For Segment 4 from Eloise Loop to West Lake Ruby was another portion previously designed and the alignment approved and some ROW was acquired so they were updating those plans.

Segment 5 Recommended Concept (Sheet 1 of 2) *(slide)*

For Segment 5, Mr. Jarvis pointed out that once you got to West Lake Ruby and went out to U.S. Highway 27, that was a portion that was another alignment study. He noted that they did have a public meeting for Segment 2 and also for Segment 5 that included presenting what Segment 4 was anticipated to look like and based on those comments, they were looking to move Segment 5 and shoot for the BoCC first meeting in April [2025]. Once they approved, they would go to design, then permitting and once they had final plans, and start acquiring ROW that they may have not already acquired through the property owners willing to work with them [Polk County]. He reported that they had already acquired property for Segment 5.

Segment 5 Recommended Concept (Sheet 2 of 2) *(slide)*

Mr. Jarvis reported that all the way out to U.S. 27, they (Polk County) had an agreement there where it showed the Lake Wales Ridge Drive and East Ashton Preserve Boulevard. They also had an agreement with the developer of the Lake Wales portion to build that intersection full as a four-lane connection and signalize it so they did not have to come through later when the County did their project to basically completely rebuild it. He noted that Polk County would pay for a large portion of construction costs towards that project, which would actually be in place prior to when they were ready to actually start their construction for the overall widening project. He also said that going out to U.S. 27, any improvements associated with the intersection there, even on the Chalet Suzanne [Road] side were part of the project. The intent was to do Segments 2, 4 and 5 consecutively as one project. If there was delay,

it would potentially be Segment 5. Segments 2 and 4 would need to be done because currently, based upon estimated budgets, they did not have full funding to construct Segment 5. However, they were hoping, based on what they were seeing revenue-wise and other projects finishing up, that the money would be available to construct the entire project.

❖

Commissioner Dantzler thanked Mr. Jarvis and expressed the importance of sidewalks, how people were walking on the grass on Thompson Nursery Road, and that more walkers would be coming. He said that they had wanted to have a separate sidewalk and perhaps a separate bike lane, but that Polk County Commissioners explained that they that we could not have both, but perhaps have an 8-foot sidewalk at a minimum. Mr. Jarvis said that staff had presented both a sidewalk option on both sides of the roads and a sidewalk on he believed to be on the south side and a multi-use path on the north side. He added that they had some issues around the County with regards to multi-use paths and the utilization by motorized vehicles and such were not supposed to be allowed on them. They had done research on liability relative to retail stores and the like and found that even though some peopled did allow golf carts on the roadway, those retail stores would need to agree to accommodate them, which was a concern. They had met with property owners along the way, some who sent letters as well, and he had just received the letter sent by the [City of Winter Haven]. Mr. Jarvis said that they presented all of this information to the BoCC who directed staff to go with the sidewalk option. Because it had still not yet been approved by the BoCC as an alignment study, the option was when it was presented, if there were requests, objections or modifications, that was when they needed to be done, which had explained to the communities. The "in-between" option was not really considered, however, the board can direct staff to do it regardless. Commissioner Dantzler encouraged Mr. Jarvis to drive up and down Cypress Gardens Boulevard and people walking and riding their bike on that part of the boulevard, which was separate but really dangerous.

Commissioner Dantzler inquired that once Segments 2, 4, and Phase 2 (formerly Segment 5.) were started, did they anticipate shutting down the road completely. Mr. Jarvis said they anticipated building this in such a way that there would always be two lanes of access in each direction as it was being built.

Mayor Birdsong asked if Segments 2 and 4 were fully funded. Mr. Jarvis said yes.

Mayor Birdsong inquired what would be the completion date and how long would it take. Mr. Jarvis said assuming that design, permitting, and ROW would take 3-4 years, they assumed construction would start in 2028 or 2029 with completion possibly between 2031 and 2032.

City Manager Stavres asked about the timing of Segment 1, the section from Winter Lake Road that came down to Snively Avenue and Rifle Range Road. Mr. Jarvis said they intended to go out to bid this summer 2025 and move into construction in the fall 2025 with a two-year time frame at a minimum so sometime in late 2027 or in 2028.

Commissioner Dantzler was complimentary on the roundabout that the County done and that it had turned out great, despite all of the commentary given to Mr. Jarvis.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. February 19, 2025, City Commission Agenda Review Session Meeting Minutes

B. February 24, 2024, Regular City Commission Meeting Minutes

Motion by Mayor Pro Tem Yates to approve the minutes as presented.

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments. No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Linda Fife, 3691 Plymouth Drive in Winter Haven in the Traditions Subdivision off of Thompson Nursery Road, said she was the Vice President of the home owner's association (HOA) that represented 595 homes. She introduced Jim (James) Collett as well as their secretary and treasurer. She reported that she had been working with Mr. Jarvis and the BoCC the last three years as they addressed design and the issues contained in the letter *(see attached)* she had provided to the Commission [from the Regional Community Council to BoCC Chairman Wilson] in December regarding Thompson Nursery Road. She reported that they had met on Friday last week, which she explained in

more detail, and that Mr. Jarvis had been a big help. She also expressed that there was a lack of communication, discussed the importance of safety and noted that a 6-foot sidewalk would not do the job. She urged the Commission to stay on top of the County and do the right thing in the community.

James Collett, 2920 Woodward Lane in Winter Haven, said he was the President of the HOA, expressed concerns with eventual crossing of four lanes of traffic with turn lanes and explained how the north side of Traditions was where the club house and amenities were so residents went back and forth between the subdivisions across Thompson Nursery Road. He added that drivers do not drive 45 mph on Thompson Nursery Road and questioned how could people be moved safely across the road if drivers did 50-55 mph. He requested a traffic light or the like for safety.

Mayor Birdsong thanked Mr. Jarvis for coming back into the meeting and said that he would want to hear all of the comments being made because the City did not have any authority on the road, however, residents could comment.

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING – None

10. CONSENT AGENDA

A. Recommendation for appointment of one (1) new candidate to fill a vacant position on the Airport Advisory Committee

B. Agreement to Provide Traffic Control and Enforcement of Private Roads Owned and Under Control of Lucerne Park Community Development District

C. Florida Department of Environmental Protection LPA 0212 Grant Amendment #2 Between Polk Regional Water Cooperative and the City of Winter Haven

D. Approval of Task Order #1 of the Water Resource Facility at Pollard Road and Wastewater Treatment Plant #2 Abandonment, to Wharton-Smith, Inc. (RFQ-24-18)

E. Contract with Ballard Partners for Federal Level Funding Advocacy

F. Purchase of Motorola N30 Radios for Emergency Response and Management

G. Purchase of Two Replacement Fire Engines

Motion by Mayor Pro Tem Yates to approve the Consent Agenda as presented.

Mayor Birdsong stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

11. RESOLUTION(S)

A. R-25-03 - Request by KRPC Willowbrook, LLC for final plat approval of the Willowbrook North Subdivision

City Attorney Murphy read Resolution R-25-03 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-03.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

B. R-25-09 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for Replacement of the Airport Beacon

City Attorney Murphy read Resolution R-25-09 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-09.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

C. R-25-12 - Request by GE Investments of Polk, LLC for final plat approval of the Crescent Pointe Subdivision

City Attorney Murphy read Resolution R-25-12 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-12.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

A. O-25-05 - Request by AVID Group, LLC to rezone a parcel from Industrial- Light (I-1) zoning district to Commercial- Highway (C-3) zoning district

Mayor Birdsong reported this item would come back for a second reading and public hearing at the March 24, 2025, Regular City Commission Meeting.

City Manager Stavres reminded the Commission that this was the item where he had expressed a need for the Commission to speak into their microphones in a volume so that a citizen could understand because the citizen was hearing impaired.

Mayor Birdsong said he would allow for public comments on this item.

City Attorney Murphy read Ordinance O-25-05 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Karen Stockman, [768 Overlook Grove Drive in Winter Haven] in the Overlook Ridge Neighborhood, said she was hearing impaired and a Homeowners Association (HOA) board member. She said there was a language barrier in her neighborhood and requested that a letter be done in English and Spanish. She expressed concerns with communication and not knowing what to expect that would impact her subdivision, a lack of street lighting along Overlook Drive between Dundee Road and Calvary Baptist Church, lack of clear signage, high speed of traffic, traffic safety, safety for employees and customers, and an oversaturation of convenience stores within a half mile to a one-mile radius. She had also distributed a folder with supporting documents *(see attached)* to the Commission.

City Manager Stavres said it was the City's understanding that the City's communication went out to physical addresses within the radius. Also, that the City's approach to communication was what they were required to do by [Florida] State Statute. Economic Opportunity and Community Investment Director Labbe concurred and explained further. City Manager Stavres appreciated Ms. Stockman's comments and noted that this parcel was currently zoned as Industrial Light (I-1), Zoning District so this was somewhat of a downzoning to go to the Commercial Highway (C-3), Zoning District which he explained in more detail.

B. O-25-13 - Adding a new Section 15-290 of Article VII, Chapter 15, of the Code of Ordinances of the City of Winter Haven, Florida regarding Prohibiting Smoking and Vaping in Public Parks and Public Beaches owned and/or leased by the City of Winter Haven, Florida

City Attorney Murphy read Ordinance O-25-13 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the March 24, 2025, Regular City Commission Meeting.

13. NEW BUSINESS – None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the $1.5 million check presentation [press conference] by Governor [Ron] DeSantis' and congratulated the City, Bruce [Lyon at the Winter Haven Economic Development Council (WHEDC), and Tratt Properties for attracting the Governor's attention and getting this money [to improve railroad access at the Integrated Logistics Park]; attended a Polk County Tourist Development Council (TDC) Arts, Culture & Heritage Committee Meeting in Lake Wales; attended the [*Ridge Art Festival*] art show on Saturday and Sunday, congratulated all of the organizers for their work, that the weather was perfect, there were many good vendors and that it was well attended; attended a Main Street Winter Haven (MSWH) City Employee Appreciation Breakfast, which he appreciated; attended an Affordable Housing Advisory Committee (AHAC); attended the RussMatt Baseball opening [at Chain of Lakes Park] and said that Mayor Birdsong gave the first pitch; attended the Bowen Yard *Grand Opening [Celebration]* where there was a good crowd and weather was perfect again; attended the *Black History Month Employee Luncheon* in Nora Mayo Hall [in the Florida Citrus Building]; and attended a TDC Board Meeting.

Commissioner Mercer reported the following: attended the Greater Chamber of Commerce [Monthly Membership] Luncheon featuring [State Attorney] Brian Haas; attended the Polk Regional Water Cooperative (PRWC) Southeast Wellfield and Water Production Facility Groundbreaking Ceremony where the 8,000 foot rejection well was discussed; attended the Polk County Legislative Delegation Meeting; attended the RussMatt Baseball *First Pitch*; attended the Neighborhood Service Center 1st Annual *Youth Empowerment* event; attended the MSWH City Employee Appreciation Breakfast; attended the Chamber *CommunityFest*; attended the [Officer Johnnie] Patterson Memorial Ceremony; attended the press conference with Governor DeSantis where he presented a check [to the City of Winter Haven].

Commissioner Dollison reported the following: attended the Chamber luncheon featuring State Attorney Haas; attended the RussMatt Baseball *First Pitch*; attended a Planning Commission Meeting; attended the Chamber *CommunityFest;* attended the Bowen Yard Grand Opening Celebration, which was a great success; attended *Voices [2025 – A Night of Music and Community Impact]* at the Historic Ritz Theatre hosted by Filling the Lane, which was a major impact to young men and said that last season's winner from The Voice [television show] performed; attended the Patterson Memorial Ceremony, which was significant to him because he had become the first Chaplain [at the Police Department] during that time [when Officer Patterson was there]; and attended the Grove Manor event and said he was going to ask a question about when the fire station would be opening. Lastly, he said he celebrated 33 years as the shepherd of the historic First Missionary Baptist Church, which was a big milestone for him.

Mayor Pro Tem Yates reported the following: attended the Polk Legislative Delegation Meeting and said he had the opportunity to speak to the delegation from Tallahassee where he hit the highlights of what was going on in Winter Haven and what we needed their help with, which was well-received; attended an Airport Advisory Committee (AAC) Meeting and said that the main concern of many pilots was having a dedicated frequency, which the City would be advocating soon for in Washington, D.C.; attended the Patterson Memorial Ceremony; attended the ribbon cutting for the new Jarett Gordon Ford Lincoln of Winter Haven dealership; attended the [*Ridge Art Festival*] Art Show; attended the RussMatt Baseball *First Pitch* where the fields looked amazing, the facility was a crown jewel for players for years to come, so he was very proud of it and the staff that moved mountains to get it all done in time for the tournament; attended the Bowen Yard Grand Opening Celebration; attended *Black History Month Employee Luncheon*; attended the Chamber *CommunityFest*. Lastly, he expressed that it was an honor to serve as a Commissioner and attend all of the events for the City of Winter Haven, that it was a blessing to live here, that there was no place he would rather be, and that he loved it here.

Mayor Birdsong reported the following: attended the PRWC Southeast Wellfield and Water Production Facility Groundbreaking Ceremony and noted that the level that the City of Winter Haven pumped its water from the aquifer would be capped at this year's level and the City's growth passed what we were able to satisfy and explained further. He said the good news was that we were not pumping at our capacity yet so we still had some time; attended a soul food fest at Polk State College (PSC) and said that Commissioner Dollison was the speaker and had done a good job; attended the Florida Black Caucus Local Elected Officials (FBC-LEO) 40th Anniversary at the *2025 Annual Conference* in Orlando; attended the RussMatt Baseball *First Pitch* where he said he did his best, but did not get it to the plate without a bounce. He had talked to the RussMatt director about clay and synthetic turf and was told that college level baseball was regulated, which was good, and said the fields looked magnificent; attended the Neighborhood Service Center 1st Annual *Youth Empowerment* event, where many youth were present; attended the MSWH City Employee Appreciation Breakfast and said the food was outstanding; attended the Winter Haven Economic Development Council (WHEDC) Board Meeting where the new President of LEGOLAND [Fiona Eastwood] was the speaker who said that a concern for their growth was roads and traffic from Orlando to Winter Haven because they needed to continue to grow and develop but the road situation was an impediment. He also attended the Patterson Memorial Ceremony, which he always liked to attend because police officers put their lives

on the line to protect citizens, and said that Officer [Johnnie Patterson] had been killed in the line of duty 28 years ago; attended the press conference with Governor DeSantis where he presented a $1.5 million check for the rail spur at the Intermodal Logistics Center (ILC) [Integrated Logistics Park] and said the Governor also touched on the traffic on I-4, the additional lanes that were going to be added to it in Polk County, which was being fast-tracked, which he was very happy about and he hoped would be done in the next couple of years; attended the Chamber luncheon featuring State Attorney Haas; congratulated the [Winter Haven Senior High School] girls basketball team and showed the medallion they received for winning the 7A Girls Basketball State Championship in Lakeland over the weekend. He had attended two of their games and talked about the games and scoring in more detail. Lastly, he attended a press conference regarding an incident the Police Department was involved in.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres reported that he, the Commission, and members of his leadership team, would be traveling to Tallahassee tomorrow with most returning on Thursday, to speak with our Polk County delegation and also participate alongside all of the other municipalities and [Polk] County officials for the [2025] Polk County Day.

Public Affairs and Communications Director Hill went over the *2025 Polk County Day Agenda (see attached)* in more detail.

City Manager Stavres said they looked forward to spending time with some of our delegation and advocating on the issues that were of vital importance to the City of Winter Haven, not only on what was in our legislative platform, but also many bills that had come out. He also reported that Governor DeSantis, who they would be visiting in Tallahassee, had visited the City today and that we were grateful to receive the $1.5 million check. He thanked Bruce Lyon and his leadership on behalf of the WHEDC and Economic Development and Community Investment Director Labbe who had prepared that grant, emphasizing that it could not have been done without his leadership in navigating that and keeping us on task. Lastly, he wished safe travels to all and looked forward to seeing everyone in Tallahassee.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:27 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

RCC Regional Community Council

December 18, 2024 Via US Mail and E Mail

Chairman Wilson:

At the November 14, 2024, Public Information Meeting regarding the Thompson Nursery Road widening project, several members of the RCC and Lake Ashton Community Action Council reviewed the Proposal 2 design for the roadway incorporating a shared use path on one side of the roadway. At the meeting, there was a detailed discussion with the members of the County's staff and members of the design team from Kimley-Horn. All at the meeting agreed that this was a viable and, to many of the foregoing, a preferred solution. For your convenience, attached below are the two design proposals.

We have been in communication with Jay Jarvis concerning this issue. His response was that the design was going to be as originally planned – a separate bike path and sidewalk design – so that there would be continuity along the length of the project (segment 3, as built by Villa Mar has already been constructed utilizing the separated design). We find this to be a weak argument and one that does not address the desires of the residents who will use and are affected by this roadway.

Since that communication, we have requested a meeting with Roads and Drainage staff and Kimley-Horn to discuss the many advantages of this revised design, especially in the heavily populated segments of the project. Absent a response from Mr. Jarvis, on behalf of the 15 member communities of the Regional Community Council, I am writing to enlist your assistance.

Our communities have spoken – we desire that the final design of segments 1, 2, 4 & 5 include a 12ft multi-use path as opposed to the separate bike path and sidewalk design that appears to be the final solution as presented by the County's Road and Drainage Division.

The revised design provides a safer environment for pedestrians, bikers, golf carts and other personal mobility devices. It provides a far more environmentally favorable solution as it will allow residents along this throughway to utilize non-vehicular access to the growing number of retail establishments and other communities along this roadway. The County will benefit from a double value of reducing emissions and providing a more constant and safer flow for vehicles transiting the length of the roadway.

We would appreciate any effort you can make to have this decision revisited and reversed. From what we were told at the Public Information Meeting, there will be no requirement to acquire additional right-of-way and little to no additional expense.

In summary, adoption of this design would highlight the County's commitment to the environment and to the desires of its citizens; the Roads and Drainage Division would be seen as forward thinking and the travelling public would benefit from a solution that provides environmental improvements, flexibility of travel options and enhanced safety.

We ask that you please listen to the voice of the community and help us make this happen.

For the RCC,

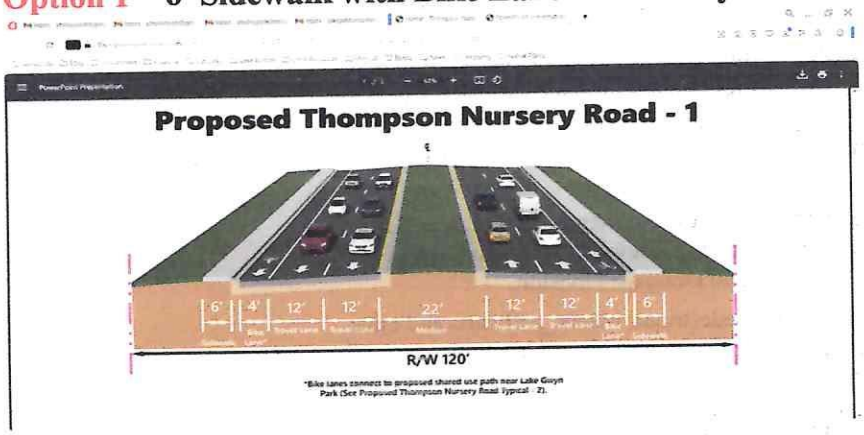
Ken Henry, Chair

Cc: Commissioner Bill Braswell
Commissioner Martha Santiago
Commissioner Becky Troutman
Commissioner Michael Scott
County Manager Bill Beasley

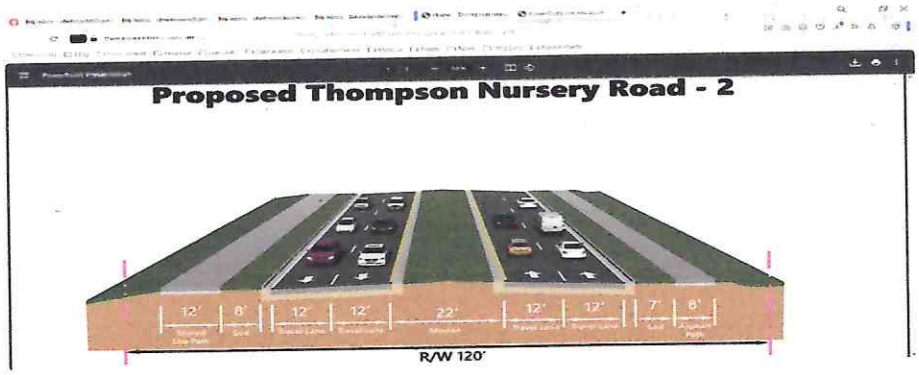
Appendix 2

Proposed Thompson Nursery Road Sections
Option 1 vs Option 2

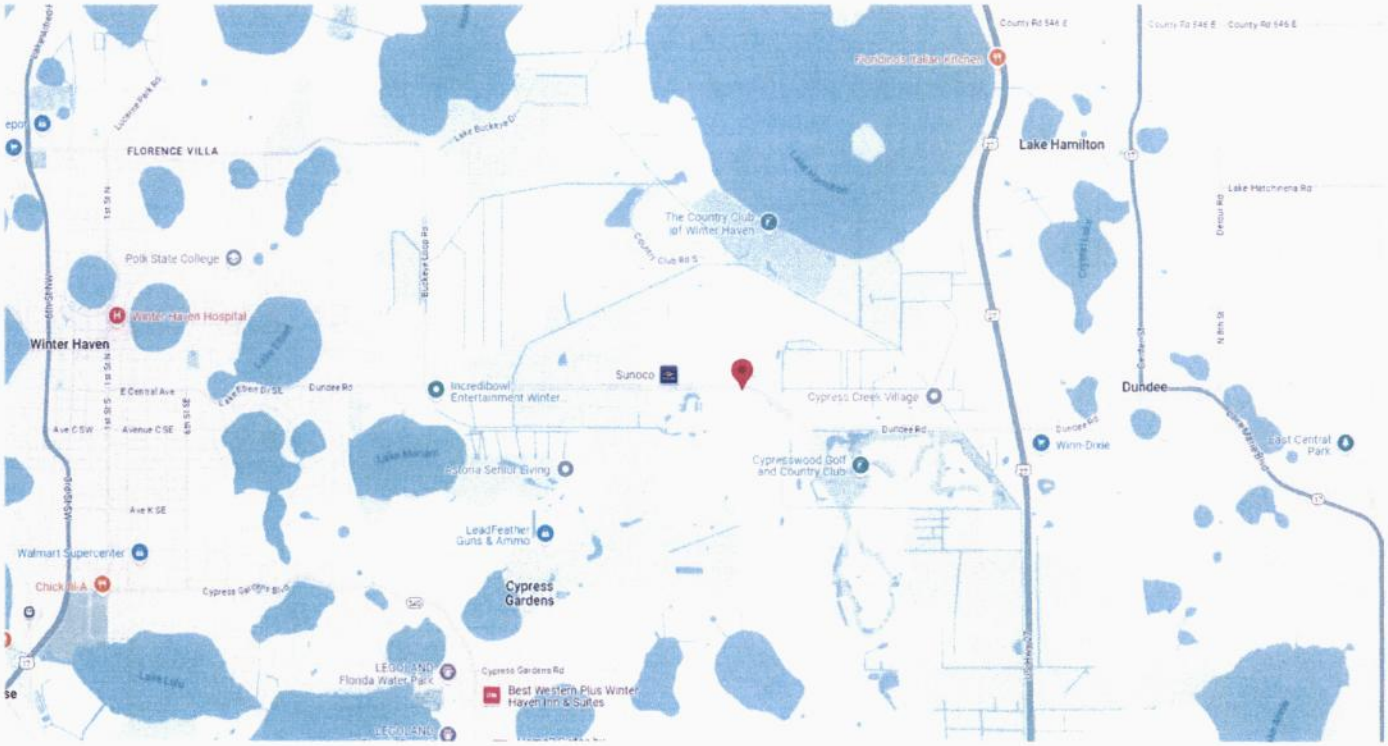
Option 1 – 6' Sidewalk with Bike Lane in roadway



Option 2 – 12' Shared Multi-use Path and 8' Sidewalk



GOOGLE MAP OF DUNDEE ROAD / OVERLOOK DRIVE INTERSECTION





First concern is the lack of adequate notice to all affected households.

A. First you are dependent on the U.S. Postal Service to process the mail timely. Sometimes it is delayed or lost.
B. The attached notice needs to be resent to all Overlook Ridge households in both English and Spanish
C. Commission needs to publish all public meetings of both the Winter Haven Planning Commission, and the Winter Haven City Commission. Again please publish in English and Spanish to all affected households
D. Current sign at location has old date of February 4. Sign needs to be updated.
E. The optics or appearance is bad as it is not a thorough attempt at communication to affected residents.

WINTER HAVEN
THE CHAIN OF LAKES CITY

January 17, 2025

Notice of Winter Haven
Planning Commission Public Hearing

Dear Property Owner:

The Winter Haven Planning Commission will hold a public hearing **Tuesday, February 4, 2025** at **6:00 p.m.** in the John Fuller Auditorium at Winter Haven City Hall, 451 Third Street, N.W., to consider the following request:

A. **Case Number P-25-05:** Request by Avid Group, LLC to rezone a parcel from Industrial-Light (I-1) zoning district to Commercial- Highway (C-3) zoning district. **General Location:** A parcel generally located at the southwest corner of the intersection of Dundee Road and Overlook Drive, SE. The area covered by this request is 4.89± acres.

The City of Winter Haven is required to send written notification of a proposed action to all property owners located within a 500-foot radius of the property subject to the request. This letter serves as that notification.

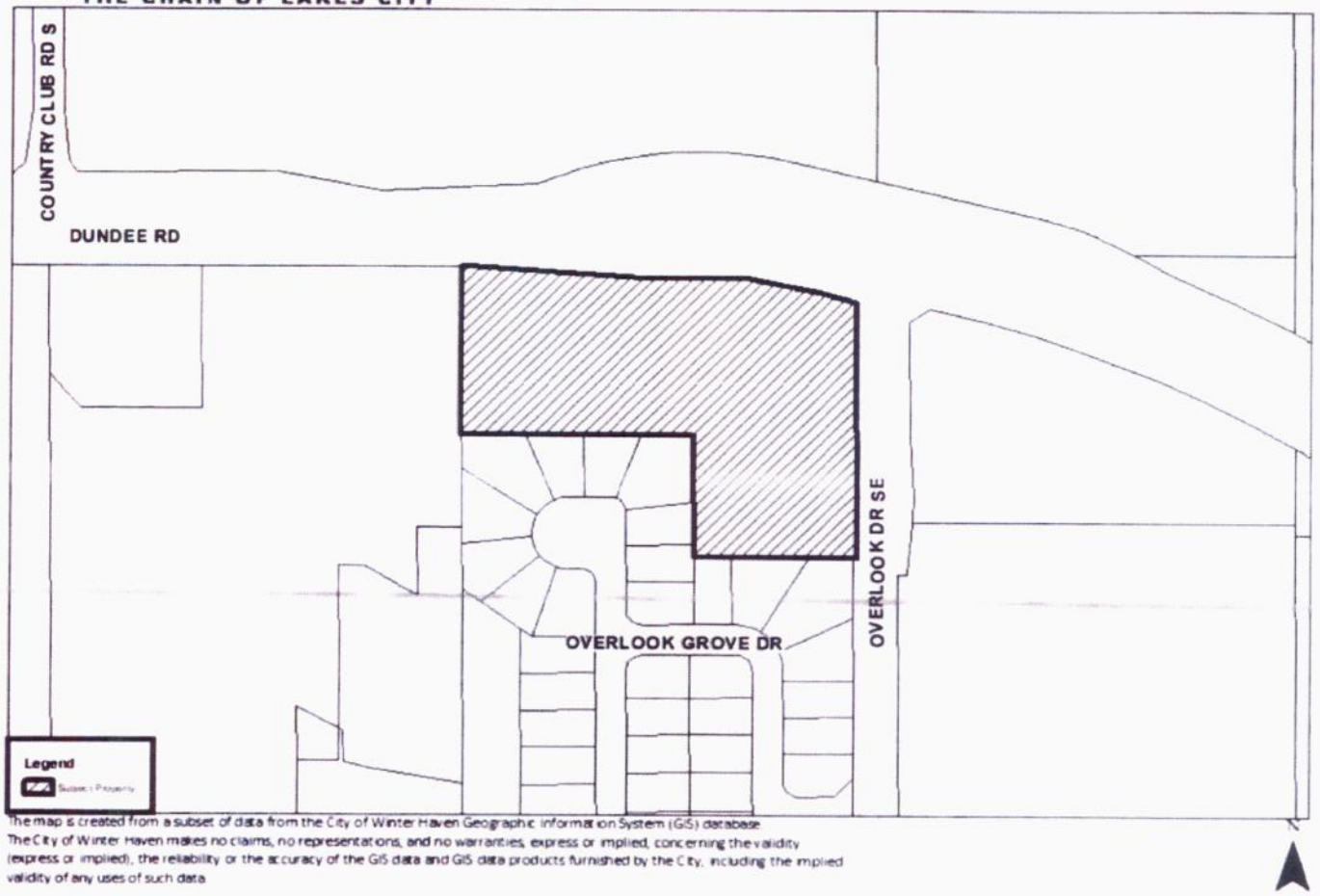
If you have any questions or concerns, you may contact the City's Planning Division at planning@mywinterhaven.com or (863) 291-5600.

Public Hearings scheduled for February 4, 2025 may be continued by the Planning Commission to later dates and times which will be announced at the meeting.

All interested parties who decide to appeal any decision made by this Commission with respect to the matter considered at such meeting or hearing will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Please be advised that you must make your own arrangements to produce this record. If you need assistance with language, contact the Planning Division at least four (4) days prior to the meeting. The Planning Division may be reached at **(863) 291-5600**, at **City Hall, 451 Third Street, NW, Winter Haven, Florida, 33881,** or online at **www.mywinterhaven.com**. 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, no 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

P-25-05
Location Map



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


NOTICE OF PUBLIC HEARING
CITY OF WINTER HAVEN
DATE: 2/4/25 TIME: 6PM
CASE NUMBER: P-25-05
WINTER HAVEN CITY HALL, 451 3RD ST.N.W.
PLANNING DIVISION, 863-291-5600

Next is the traffic safety concerns at the intersection of Overlook Drive and Dundee Road.

Blue X for bus stops

Red X for all 3 convenience stores currently within .5 to 1.0 mile radius of Overlook Drive and Dundee Road. I would also note these stores are all a very good distance from any housing subdivisions or residences.

MAP WITH BUS STOPS NOTED IN BLUE

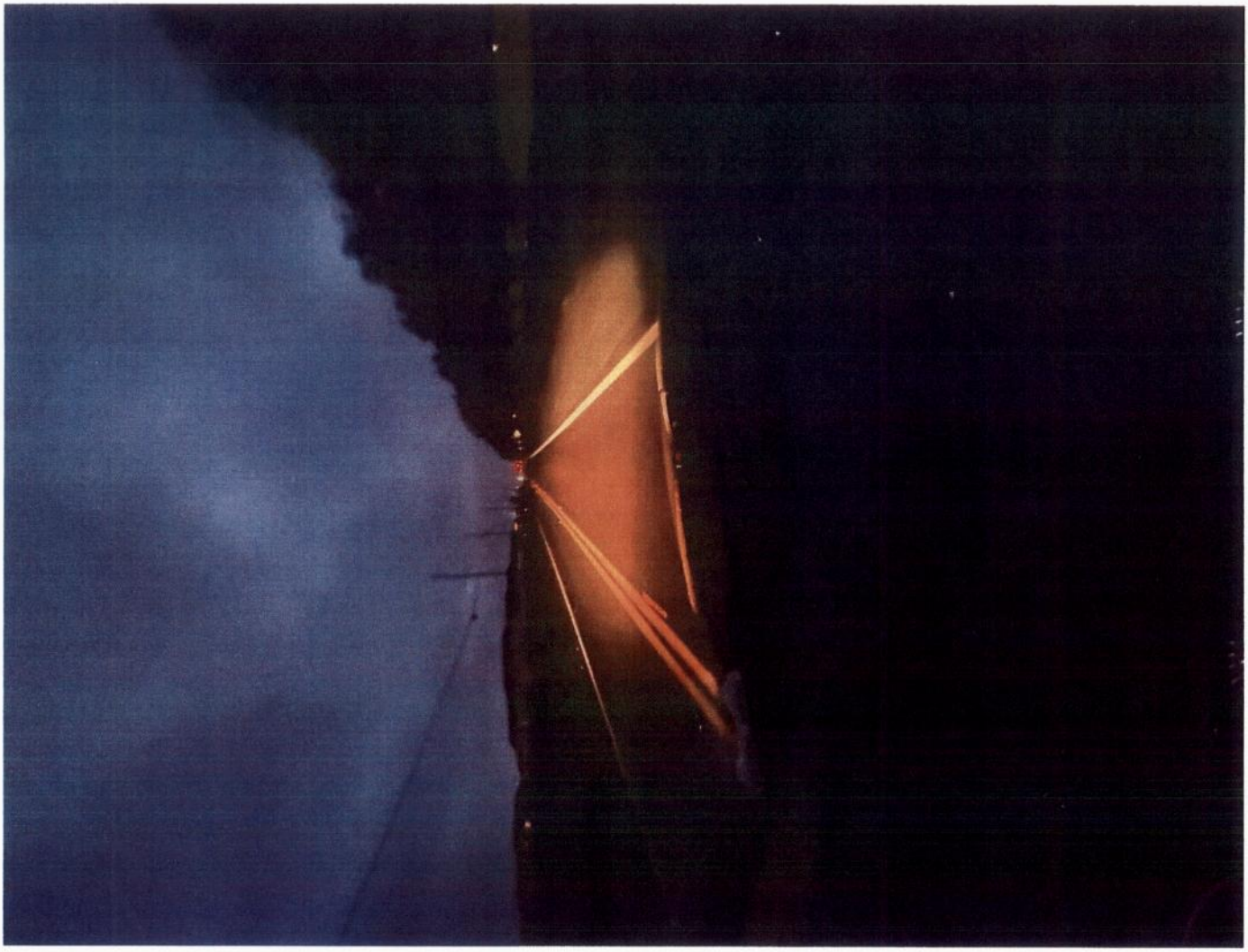


PHOTOS OF OVERLOOK DRIVE SHOWING LACK OF STREET LIGHTING

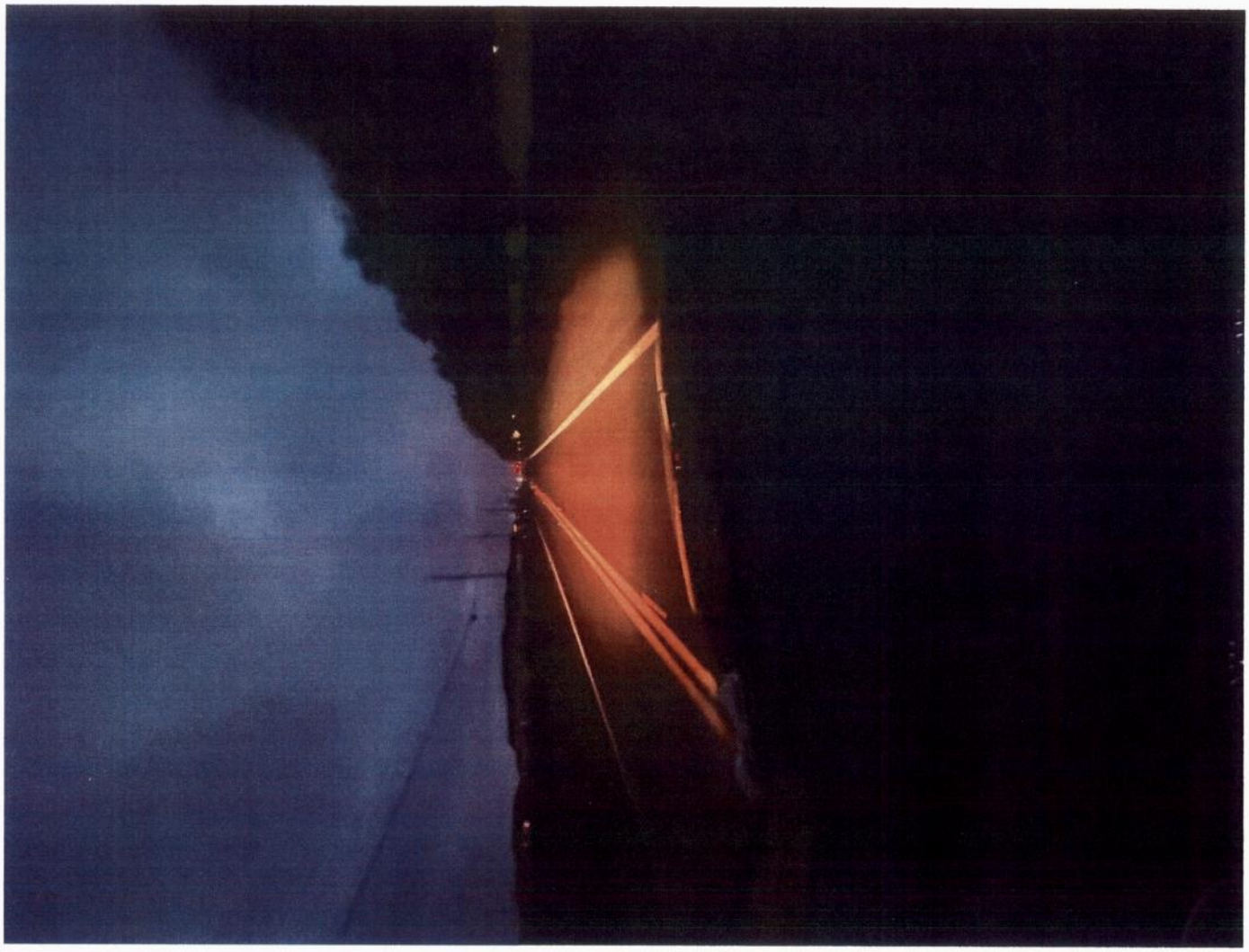
These are taken at 6 am (around time we have the first of our Polk County Public Schools bus pick ups).

Any lighting is from Dundee Road or the Bentley Brothers business lights









Next set of pictures are taken at 7-8 am after daylight savings time change. Lack of lighting and increased commercial traffic is a bad combination in addition to mornings with heavy fog









Next set of pictures are at about 5-5:30 pm. Very heavy traffic already at this time of day along Overlook Drive and Dundee Road.




NOTICE OF PUBLIC HEARING
CITY OF WINTER HAVEN
DATE:
TIME:
CASE NUMBER:
WINTER HAVEN CITY HALL 451 3rd ST.N.W.
PLANNING DIVISION, 863-291-5600



Other concerns with traffic.

1. Lots of accidents at the intersection of Overlook Drive and Dundee Road. I submitted a request to Winter Haven Police Department to give a statistical number of the accidents that have occurred since this traffic light was installed. Winter Haven Police referred me to the Polk County Sheriff's Office. My records request is currently pending with the Polk County Sheriff Office and I will gladly forward once I receive it.

2. Number of bus stops. There are 3 bus stops along this section of Overlook Drive. The bus stops are as follows:
    A. Overlook Drive and Overlook Grove Lane intersection (Overlook Ridge neighborhood)
    B. Overlook Drive and Caleb Drive (Savannah Estates neighborhood)
    C. Overlook Drive and Whispering Trails Drive (Whispering Trails neighborhood)

    Each of these intersections / neighborhoods have 3-5 Polk County Public Schools or Charter Schools that pick up twice a day at these three locations. Earliest pick ups start around 6 am and latest drop offs are around 5 pm.

    I currently have another records request to Matt Miller at Polk County Public Schools transportation to document the number of bus stops and times of the bus pick ups / drop offs.

    Final concern of this proposed project is the high crime occurrence and I have attached the Florida laws on the next several pages that exist to help make convenience stores safer. This does not need to be in our back yard.

Current Florida laws governing safety of convenience stores

Florida Statute 812.171

Identifies convenience store by hours of operation which include overnight hours.

Florida Statute 812.173

Covers minimum security measures required at convenience stores to protect both employees and customers due to high occurrence of robberies and other violent crimes.

Florida Statute Chapter 90-346

Convenience Store Security Act to help ensure safety of customers and employees

Florida Statute 812.174

Requires employees to participate in regular training with in 60 days of employment and existing members within 6 months

Florida Statute 893.13

Statute covering drug offenses. The penalty is enhanced if the drug offense is within a certain distance of a convenience store.

The Florida Senate

2021 Florida Statutes (Including 2021B Session)

Title XLVI CRIMES	Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES **Entire Chapter**	**SECTION 171** **Definition.**

812.171 Definition.— As used in this act, the term "convenience business" means any place of business that is primarily engaged in the retail sale of groceries, or both groceries and gasoline, that is open for business at any time between the hours of 11 p.m. and 5 a.m., and that is licensed by the Division of Alcoholic Beverages and Tobacco within the Department of Business and Professional Regulation pursuant to chapter 210, chapter 561, chapter 562, chapter 563, chapter 564, chapter 565, or chapter 569, as applicable. The term "convenience business" does not include:

(1) A business that is solely or primarily a restaurant.

(2) A business that always has at least five employees on the premises after 11 p.m. and before 5 a.m.

(3) A business that has at least 10,000 square feet of retail floor space.

(4) A business in which the owner or members of his or her family work between the hours of 11 p.m. and 5 a.m.

History.—s. 3, ch. 90-346; s. 2, ch. 92-103; s. 1243, ch. 97-102; s. 20, ch. 2021-131.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Select Year: 2024 Go

The 2024 Florida Statutes (including 2025 Special Session C)

Title XLVI CRIMES | Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES | View Entire Chapter

812.173 Convenience business security.—

(1) Every convenience business shall be equipped with the following security devices and standards:

(a) A security camera system capable of recording and retrieving an image to assist in offender identification and apprehension.

(b) A drop safe or cash management device for restricted access to cash receipts.

(c) A lighted parking lot illuminated at an intensity of at least 2 foot-candles per square foot at 18 inches above the surface.

(d) A conspicuous notice at the entrance which states that the cash register contains $50 or less.

(e) Window signage that allows a clear and unobstructed view from outside the building and in a normal line of sight of the cash register and sales transaction area.

(f) Height markers at the entrance of the convenience business which display height measures.

(g) A cash management policy to limit the cash on hand at all times after 11 p.m.

(2) A convenience business shall not have window tinting that reduces exterior or interior view in a normal line of sight.

(3) Every convenience business shall be equipped with a silent alarm to law enforcement or a private security agency, unless an application for an exemption, adopted by rule by the Division of Alcoholic Beverages and Tobacco, is made to and granted by the Division of Alcoholic Beverages and Tobacco. An application for exemption must be in writing and must be accompanied by an administrative fee of $25 for each store for which an exemption would apply.

(4) If a murder, robbery, sexual battery, aggravated assault, aggravated battery, or kidnapping or false imprisonment, as those crimes are identified and defined by Florida Statutes, occurs or has occurred at a convenience business since July 1, 1989, and arises out of the operation of the convenience business, that convenience business shall notify the Division of Alcoholic Beverages and Tobacco in writing and shall implement at least one of the following security measures within 30 days after a judicial determination that one or more of the aforementioned identified crimes occurred at the convenience business:

(a) Provide at least two employees on the premises at all times after 11 p.m. and before 5 a.m.;

(b) Install for use by employees at all times after 11 p.m. and before 5 a.m. a secured safety enclosure of transparent polycarbonate or other material that meets at least one of the following minimum standards:

1. American Society for Testing and Materials Standard D3935 (classification PC110 B 3 0800700) and that has a thickness of at least 0.375 inches and has an impact strength of at least 200 foot pounds; or

2. Underwriters Laboratory Standard UL 752 for medium power small arms (level one), Bullet Resisting Equipment;

(c) Provide a security guard on the premises at all times after 11 p.m. and before 5 a.m.;

(d) Lock the business premises throughout the hours of 11 p.m. to 5 a.m., and only transact business through an indirect pass-through trough, trapdoor, or window; or

(e) Close the business at all times after 11 p.m. and before 5 a.m.

(5) For purposes of this section, any convenience business that by law implemented any of the security measures set forth in paragraphs (4)(a)-(e) and has maintained said measures as required by the Division of

Alcoholic Beverages and Tobacco without any occurrence or incidence of the crimes identified by subsection (4) for a period of no less than 24 months immediately preceding the filing of a notice of exemption, may file with the department a notice of exemption from these enhanced security measures. In no event shall this exemption be interpreted to preclude full compliance with the security measures set forth in subsection (4) should any occurrence or incidence of the crimes identified by subsection (4) cause subsection (4) to be statutorily applicable. As of July 1, 2021, the Division of Alcoholic Beverages and Tobacco will provide notice to any convenience business to which a subsection (4) incident occurred between July 1, 2019, and July 1, 2021. In no event shall the state or the Division of Alcoholic Beverages and Tobacco incur any liability for the regulation and enforcement of this act.

(6) The Division of Alcoholic Beverages and Tobacco has the authority to investigate the premises and records of any licensee in order to determine whether the licensee is a convenience business and subject to this act.

History.—s. 5, ch. 90-346; s. 5, ch. 92-103; s. 21, ch. 2021-131.

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CHAPTER 90-346

Committee Substitute for Senate Bill No. 612

An act relating to retail grocers; creating the Convenience Store Security Act; providing findings; defining "convenience store"; requiring certain retail grocery stores to be equipped with specified security devices; requiring certain levels of lighting for parking lots; requiring posting of certain signs; requiring posting of specified signs; prohibiting window tinting; requiring training for certain employees; providing for civil fines; providing for noncompliance fees; providing for a study by the Attorney General; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Short title.—This act may be cited as the "Convenience Store Security Act."

Section 2. Legislative findings.—The Legislature finds that many convenience stores operating during the night and early morning hours are at risk for robbery. The Legislature further finds that certain minimum security requirements are helpful in protecting the store employees and the consumer public from robbery and injury.

Section 3. Definition.—As used in this act, the term "convenience store" means any place of business that is engaged in the retail sale of groceries, including the sale of prepared foods, and gasoline and services, that is regularly open for business at any time between the hours of 10 p.m. and 5 a.m., and that is attended during such hours by one employee. The term "convenience store" does not include a store which is solely or primarily a restaurant. The term "convenience store" does not include any store in which the owner and members of his family work in the store between the hours of 10 p.m. and 5 a.m.

Section 4. Applicability.—

(1) The Legislature finds that the provisions of this act are most beneficial to areas where death, serious injury, or sexual battery occurs during the commission of a theft or robbery at a convenience store. Each local government in which a death, serious injury, or sexual battery has occurred during the commission of a theft or robbery at a convenience store within its jurisdiction during the preceding 12 months shall adopt within 90 days an ordinance which mandates the provisions of sections 5, 6, and 7 of this act. Such ordinance shall be sent within 30 days after its adoption to the Attorney General. The Attorney General shall provide notice to counties and municipalities failing to adopt the required ordinance during the specified time period of their obligation to do so under this act.

(2) For purposes of this section, the term "serious injury" means a physical condition which creates a substantial risk of death; serious personal disfigurement; or protracted loss or impairment of the function of any bodily member or organ. For the purposes of this section, the term "sexual battery" has the same meaning as described in s. 794.011.

Section 5. Convenience store security.—Each convenience store located within a jurisdiction adopting an ordinance as required by section 4 shall:

(1) Be equipped with the following security devices:

(a) A silent alarm that notifies local law enforcement or a private security agency that a robbery is taking place.

(b) A security camera system capable of retrieving an image to assist in the identification and apprehension of a robber.

(c) A drop safe or cash management device that provides minimum access to the facility's cash receipts.

(2) Lighted parking lots illuminated at an intensity of 2 foot-candles per square foot with a uniformity ratio of no more than 5 to 1 at 18 inches above the surface.

(3) Post a conspicuous sign in the convenience store entrance which states that the cash register contains $50 or less.

(4) Maintain window signage so that there is a clear and unobstructed view of the cash register and transaction area.

(5) Prohibit window tinting on the windows of the establishment if such tinting reduces exterior or interior viewing during the hours of operation to which this act is applicable.

(6) Install height markers at the entrance of the establishment which display height measures from the floor.

(7) Establish a cash management policy to limit the amount of available cash on hand between the hours of 9 p.m. and 6 a.m.

Section 6. Training of employees.—No later than June 30, 1991, the owner or principal operator of a convenience store shall provide proper robbery deterrence and safety training to at least its employees who work between the hours of 9 p.m. and 6 a.m. Any proposed program of training shall be submitted in writing to the Attorney General. The Attorney General shall review and approve or disapprove of training programs in writing within 60 days after receipt of a proposal describing the training to be provided. The state shall have no liability for approving or disapproving training programs under this section. Approval shall be given to programs which train and familiarize store employees with the security principles, devices, and measures required by section 5 of this act. Decisions of the Attorney General relating to approval of training programs shall be subject to the provisions of chapter 120, Florida Statutes. No person shall be liable for ordinary negligence due to implementing an approved training program, provided that the training was actually provided.

Section 7. Each local government subject to the provisions of this act shall adopt with its ordinance a noncompliance fee schedule of up to $5,000 for failure to meet the requirements of this act. If noncompliance with the ordinance is corrected within 10 days after receipt of written notice, no noncompliance fee shall be assessed. However, any owner or principal operator of a convenience store who willfully and deliberately violates the requirements of this act or who deliberately fails to initially implement the requirements of this act shall be required to pay to the local government, upon complaint filed by the local government, a civil fine of up to $5,000.

Section 8. Limited preemption.—A local government may not, after September 1, 1990, adopt any local ordinance which imposes more stringent standards than those prescribed by sections 4, 5, and 6 of this act. However, this act does not preempt local ordinances adopted prior to September 1, 1990, and does not preempt any future local ordinances requiring safety enclosures or any of the provisions of section 3, section 4, section 5, section 6, or section 7. Additionally, any convenience store operator may have the option of providing two employees on duty in lieu of any local ordinance requirement for safety enclosures. This section is repealed December 31, 1991.

Section 9. The Attorney General is authorized to conduct a study to examine the safety and security requirements for at-risk businesses. The Attorney General shall consider information provided by the

public and all interested parties. For purposes of this section, the term "at-risk businesses" means businesses which have a high incidence of violent crimes such as murder and robbery as determined by statistics provided by the Department of Law Enforcement and the Federal Bureau of Investigation. The study shall include the effects of multi-staffing; bullet resistant enclosures; security devices, including cameras and alarm systems; and other applicable crime prevention methods. If the study is conducted, the Attorney General shall report his findings, conclusions, and recommendations to the President of the Senate and the Speaker of the House of Representatives no later than December 31, 1991.

Section 10. This section and section 9 of this act shall take effect upon becoming a law. The remaining sections shall take effect September 1, 1990.

Became a law without the Governor's approval July 6, 1990.

Filed in Office Secretary of State July 2, 1990.

The Florida Senate

2020 Florida Statutes

Title XLVI CRIMES	Chapter 812 THEFT, ROBBERY, AND RELATED CRIMES **Entire Chapter**	**SECTION 174** **Training of employees.**

812.174 Training of employees.—The owner or principal operator of a convenience business or convenience businesses shall provide proper robbery deterrence and safety training by an approved curriculum to its retail employees within 60 days of employment. Existing retail employees shall receive training within 6 months of April 8, 1992. A proposed curriculum shall be submitted in writing to the Attorney General with an administrative fee not to exceed $100. The Attorney General shall review and approve or disapprove the curriculum in writing within 60 days after receipt. The state shall have no liability for approving or disapproving a training curriculum under this section. Approval shall be given to a curriculum which trains and familiarizes retail employees with the security principles, devices, and measures required by s. 812.173. Disapproval of a curriculum shall be subject to the provisions of chapter 120. No person shall be liable for ordinary negligence due to implementing an approved curriculum if the training was actually provided. A curriculum shall be submitted for reapproval biennially with an administrative fee not to exceed $100. Any curriculum approved by the Attorney General since September 1990 shall be subject to reapproval 2 years from the anniversary of initial approval and biennially thereafter.

History.—s. 6, ch. 90-346; s. 6, ch. 92-103.

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Title XLVI CRIMES | Chapter 893 DRUG ABUSE PREVENTION AND CONTROL | View Entire Chapter

893.13 Prohibited acts; penalties.—

(1)(a) Except as authorized by this chapter and chapter 499, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance. A person who violates this provision with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. A controlled substance named or described in s. 893.03(5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) Except as provided in this chapter, a person may not sell or deliver in excess of 10 grams of any substance named or described in s. 893.03(1)(a) or (b), or any combination thereof, or any mixture containing any such substance. A person who violates this paragraph commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Except as authorized by this chapter, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance in, on, or within 1,000 feet of the real property comprising a child care facility as defined in s. 402.302 or a public or private elementary, middle, or secondary school between the hours of 6 a.m. and 12 midnight, or at any time in, on, or within 1,000 feet of real property comprising a state, county, or municipal park, a community center, or a publicly owned recreational facility. As used in this paragraph, the term "community center" means a facility operated by a nonprofit community-based organization for the provision of recreational, social, or educational services to the public. A person who violates this paragraph with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The defendant must be sentenced to a minimum term of imprisonment of 3 calendar years unless the offense was committed within 1,000 feet of the real property comprising a child care facility as defined in s. 402.302.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. Any other controlled substance, except as lawfully sold, manufactured, or delivered, must be sentenced to pay a $500 fine and to serve 100 hours of public service in addition to any other penalty prescribed by law.

This paragraph does not apply to a child care facility unless the owner or operator of the facility posts a sign that is not less than 2 square feet in size with a word legend identifying the facility as a licensed child care facility and that is posted on the property of the child care facility in a conspicuous place where the sign is reasonably visible to the public.

(d) Except as authorized by this chapter, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance in, on, or within 1,000 feet of the real property comprising

a public or private college, university, or other postsecondary educational institution. A person who violates this paragraph with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. Any other controlled substance, except as lawfully sold, manufactured, or delivered, must be sentenced to pay a $500 fine and to serve 100 hours of public service in addition to any other penalty prescribed by law.

(e) Except as authorized by this chapter, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance not authorized by law in, on, or within 1,000 feet of a physical place for worship at which a church or religious organization regularly conducts religious services or within 1,000 feet of a convenience business as defined in s. 812.171. A person who violates this paragraph with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. Any other controlled substance, except as lawfully sold, manufactured, or delivered, must be sentenced to pay a $500 fine and to serve 100 hours of public service in addition to any other penalty prescribed by law.

(f) Except as authorized by this chapter, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance in, on, or within 1,000 feet of the real property comprising a public housing facility at any time. As used in this section, the term "real property comprising a public housing facility" means real property, as defined in s. 421.03(12), of a public corporation created as a housing authority pursuant to part I of chapter 421. A person who violates this paragraph with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. Any other controlled substance, except as lawfully sold, manufactured, or delivered, must be sentenced to pay a $500 fine and to serve 100 hours of public service in addition to any other penalty prescribed by law.

(g) Except as authorized by this chapter, a person may not manufacture methamphetamine or phencyclidine, or possess any listed chemical as defined in s. 893.033 in violation of s. 893.149 and with intent to manufacture methamphetamine or phencyclidine. If a person violates this paragraph and:

1. The commission or attempted commission of the crime occurs in a structure or conveyance where any child younger than 16 years of age is present, the person commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In addition, the defendant must be sentenced to a minimum term of imprisonment of 5 calendar years.

2. The commission of the crime causes any child younger than 16 years of age to suffer great bodily harm, the person commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. In addition, the defendant must be sentenced to a minimum term of imprisonment of 10 calendar years.

(h) Except as authorized by this chapter, a person may not sell, manufacture, or deliver, or possess with intent to sell, manufacture, or deliver, a controlled substance in, on, or within 1,000 feet of the real property comprising a mental health facility, as that term is used in chapter 394; a health care facility licensed under chapter 395 which provides substance abuse treatment; a licensed service provider as defined in s. 397.311; a facility providing services that include clinical treatment, intervention, or prevention as described in s. 397.311(27); a recovery residence as defined in s. 397.311; an assisted living facility as defined in chapter 429; or a pain management clinic as defined in s. 458.3265(1)(a)1.c. or s. 459.0137(1)(a)1.c. A person who violates this paragraph with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. Any other controlled substance, except as lawfully sold, manufactured, or delivered, must be sentenced to pay a $500 fine and to serve 100 hours of public service in addition to any other penalty prescribed by law.

(i) Except as authorized by this chapter, a person commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, and must be sentenced to a mandatory minimum term of imprisonment of 3 years, if:

1. The person sells, manufactures, or delivers, or possesses with intent to sell, manufacture, or deliver, any of the following:

a. Alfentanil, as described in s. 893.03(2)(b)1.;

b. Carfentanil, as described in s. 893.03(2)(b)6.;

c. Fentanyl, as described in s. 893.03(2)(b)9.;

d. Sufentanil, as described in s. 893.03(2)(b)30.;

e. A fentanyl derivative, as described in s. 893.03(1)(a)63.;

f. A controlled substance analog, as described in s. 893.0356, of any substance described in sub-subparagraphs a.-e.; or

g. A mixture containing any substance described in sub-subparagraphs a.-f.; and

2. The substance or mixture listed in subparagraph 1. is in a form that resembles, or is mixed, granulated, absorbed, spray-dried, or aerosolized as or onto, coated on, in whole or in part, or solubilized with or into, a product, when such product or its packaging further has at least one of the following attributes:

a. Resembles the trade dress of a branded food product, consumer food product, or logo food product;

b. Incorporates an actual or fake registered copyright, service mark, or trademark;

c. Resembles candy, cereal, a gummy, a vitamin, or a chewable product, such as a gum or gelatin-based product; or

d. Contains a cartoon character imprint.

(2)(a) Except as authorized by this chapter and chapter 499, a person may not purchase, or possess with intent to purchase, a controlled substance. A person who violates this provision with respect to:

1. A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

2. A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

3. A controlled substance named or described in s. 893.03(5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) Except as provided in this chapter, a person may not purchase more than 10 grams of any substance named or described in s. 893.03(1)(a) or (1)(b), or any combination thereof, or any mixture containing any such substance. A person who violates this paragraph commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(3) A person who delivers, without consideration, 20 grams or less of cannabis, as defined in this chapter, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. As used in this subsection, the term "cannabis" does not include the resin extracted from the plants of the genus *Cannabis* or any compound manufacture, salt, derivative, mixture, or preparation of such resin.

(4) Except as authorized by this chapter, a person 18 years of age or older may not deliver any controlled substance to a person younger than 18 years of age, use or hire a person younger than 18 years of age as an agent or employee in the sale or delivery of such a substance, or use such person to assist in avoiding detection or apprehension for a violation of this chapter. A person who violates this subsection with respect to:

(a) A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) Any other controlled substance, except as lawfully sold, manufactured, or delivered, commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

Imposition of sentence may not be suspended or deferred, and the person so convicted may not be placed on probation.

(5) A person may not bring into this state any controlled substance unless the possession of such controlled substance is authorized by this chapter or unless such person is licensed to do so by the appropriate federal agency. A person who violates this provision with respect to:

(a) A controlled substance named or described in s. 893.03(1)(a), (1)(b), (1)(d), (2)(a), (2)(b), or (2)(c)5. commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A controlled substance named or described in s. 893.03(1)(c), (2)(c)1., (2)(c)2., (2)(c)3., (2)(c)6., (2)(c)7., (2)(c)8., (2)(c)9., (2)(c)10., (3), or (4) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(c) A controlled substance named or described in s. 893.03(5) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(6)(a) A person may not be in actual or constructive possession of a controlled substance unless such controlled substance was lawfully obtained from a practitioner or pursuant to a valid prescription or order of a practitioner while acting in the course of his or her professional practice or to be in actual or constructive possession of a controlled substance except as otherwise authorized by this chapter. A person who violates this provision commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) If the offense is the possession of 20 grams or less of cannabis, as defined in this chapter, the person commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. As used in this subsection, the term "cannabis" does not include the resin extracted from the plants of the genus *Cannabis*, or any compound manufacture, salt, derivative, mixture, or preparation of such resin.

(c) Except as provided in this chapter, a person may not possess more than 10 grams of any substance named or described in s. 893.03(1)(a), (1)(b), or (2)(b), or any combination thereof, or any mixture containing any such substance. A person who violates this paragraph commits a felony of the first degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) If the offense is possession of a controlled substance named or described in s. 893.03(5), the person commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(e) Notwithstanding any provision to the contrary of the laws of this state relating to arrest, a law enforcement officer may arrest without warrant any person who the officer has probable cause to believe is violating the provisions of this chapter relating to possession of cannabis.

(7)(a) A person may not:

1. Distribute or dispense a controlled substance in violation of this chapter.

2. Refuse or fail to make, keep, or furnish any record, notification, order form, statement, invoice, or information required under this chapter.

3. Refuse entry into any premises for any inspection or refuse to allow any inspection authorized by this chapter.

4. Distribute a controlled substance named or described in s. 893.03(1) or (2) except pursuant to an order form as required by s. 893.06.

5. Keep or maintain any store, shop, warehouse, dwelling, building, vehicle, boat, aircraft, or other structure or place which is resorted to by persons using controlled substances in violation of this chapter for the purpose of using these substances, or which is used for keeping or selling them in violation of this chapter.

6. Use to his or her own personal advantage, or reveal, any information obtained in enforcement of this chapter except in a prosecution or administrative hearing for a violation of this chapter.

7. Possess a prescription form unless it has been signed by the practitioner whose name appears printed thereon and completed. This subparagraph does not apply if the person in possession of the form is the practitioner whose name appears printed thereon, an agent or employee of that practitioner, a pharmacist, or a supplier of prescription forms who is authorized by that practitioner to possess those forms.

8. Withhold information from a practitioner from whom the person seeks to obtain a controlled substance or a prescription for a controlled substance that the person making the request has received a controlled substance or a prescription for a controlled substance of like therapeutic use from another practitioner within the previous 30 days.

9. Acquire or obtain, or attempt to acquire or obtain, possession of a controlled substance by misrepresentation, fraud, forgery, deception, or subterfuge.

10. Affix any false or forged label to a package or receptacle containing a controlled substance.

11. Furnish false or fraudulent material information in, or omit any material information from, any report or other document required to be kept or filed under this chapter or any record required to be kept by this chapter.

12. Store anhydrous ammonia in a container that is not approved by the United States Department of Transportation to hold anhydrous ammonia or is not constructed in accordance with sound engineering, agricultural, or commercial practices.

13. With the intent to obtain a controlled substance or combination of controlled substances that are not medically necessary for the person or an amount of a controlled substance or substances that is not medically necessary for the person, obtain or attempt to obtain from a practitioner a controlled substance or a prescription for a controlled substance by misrepresentation, fraud, forgery, deception, subterfuge, or concealment of a material fact. For purposes of this subparagraph, a material fact includes whether the person has an existing prescription for a controlled substance issued for the same period of time by another practitioner or as described in subparagraph 8.

(b) A health care practitioner, with the intent to provide a controlled substance or combination of controlled substances that are not medically necessary to his or her patient or an amount of controlled substances that is not medically necessary for his or her patient, may not provide a controlled substance or a prescription for a controlled substance by misrepresentation, fraud, forgery, deception, subterfuge, or concealment of a material fact. For purposes of this paragraph, a material fact includes whether the patient has an existing prescription for a controlled substance issued for the same period of time by another practitioner or as described in subparagraph (a)8.

(c) A person who violates subparagraphs (a)1.-6. commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083, except that, upon a second or subsequent violation, the person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) A person who violates subparagraphs (a)7.-12. commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(e) A person or health care practitioner who violates the provisions of subparagraph (a)13. or paragraph (b) commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, if any controlled substance that is the subject of the offense is listed in Schedule II, Schedule III, or Schedule IV.

(8)(a) Notwithstanding subsection (9), a prescribing practitioner may not:

1. Knowingly assist a patient, other person, or the owner of an animal in obtaining a controlled substance through deceptive, untrue, or fraudulent representations in or related to the practice of the prescribing practitioner's professional practice;

2. Employ a trick or scheme in the practice of the prescribing practitioner's professional practice to assist a patient, other person, or the owner of an animal in obtaining a controlled substance;

3. Knowingly write a prescription for a controlled substance for a fictitious person; or

4. Write a prescription for a controlled substance for a patient, other person, or an animal if the sole purpose of writing such prescription is to provide a monetary benefit to, or obtain a monetary benefit for, the prescribing

practitioner.

(b) If the prescribing practitioner wrote a prescription or multiple prescriptions for a controlled substance for the patient, other person, or animal for which there was no medical necessity, or which was in excess of what was medically necessary to treat the patient, other person, or animal, that fact does not give rise to any presumption that the prescribing practitioner violated subparagraph (a)1., but may be considered with other competent evidence in determining whether the prescribing practitioner knowingly assisted a patient, other person, or the owner of an animal to obtain a controlled substance in violation of subparagraph (a)1.

(c) A person who violates paragraph (a) commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(d) Notwithstanding paragraph (c), if a prescribing practitioner has violated paragraph (a) and received $1,000 or more in payment for writing one or more prescriptions or, in the case of a prescription written for a controlled substance described in s. 893.135, has written one or more prescriptions for a quantity of a controlled substance which, individually or in the aggregate, meets the threshold for the offense of trafficking in a controlled substance under s. 893.135, the violation is reclassified as a felony of the second degree and ranked in level 4 of the Criminal Punishment Code.

(9) The provisions of subsections (1)-(8) are not applicable to the delivery to, or actual or constructive possession for medical or scientific use or purpose only of controlled substances by, persons included in any of the following classes, or the agents or employees of such persons, for use in the usual course of their business or profession or in the performance of their official duties:

(a) Pharmacists.

(b) Practitioners.

(c) Persons who procure controlled substances in good faith and in the course of professional practice only, by or under the supervision of pharmacists or practitioners employed by them, or for the purpose of lawful research, teaching, or testing, and not for resale.

(d) Hospitals that procure controlled substances for lawful administration by practitioners, but only for use by or in the particular hospital.

(e) Officers or employees of state, federal, or local governments acting in their official capacity only, or informers acting under their jurisdiction.

(f) Common carriers.

(g) Manufacturers, wholesalers, and distributors.

(h) Law enforcement officers for bona fide law enforcement purposes in the course of an active criminal investigation.

(10) If a person violates any provision of this chapter and the violation results in a serious injury to a state or local law enforcement officer as defined in s. 943.10, firefighter as defined in s. 633.102, emergency medical technician as defined in s. 401.23, paramedic as defined in s. 401.23, employee of a public utility or an electric utility as defined in s. 366.02, animal control officer as defined in s. 828.27, volunteer firefighter engaged by state or local government, law enforcement officer employed by the Federal Government, or any other local, state, or Federal Government employee injured during the course and scope of his or her employment, the person commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. If the injury sustained results in death or great bodily harm, the person commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 13, ch. 73-331; s. 1, ch. 76-200; s. 1, ch. 77-174; s. 2, ch. 79-1; s. 3, ch. 79-325; s. 5, ch. 80-30; s. 2, ch. 80-70; s. 490, ch. 81-259; s. 2, ch. 82-16; s. 52, ch. 83-215; s. 1, ch. 84-77; s. 5, ch. 85-242; s. 4, ch. 87-243; s. 2, ch. 88-381; s. 4, ch. 89-281; s. 1, ch. 89-524; ss. 1, 6, ch. 90-111; s. 1, ch. 93-59; s. 2, ch. 93-92; s. 1, ch. 93-194; ss. 22, 23, ch. 93-406; s. 2, ch. 96-360; s. 2, ch. 97-1; s. 1, ch. 97-43; s. 1827, ch. 97-102; s. 22, ch. 97-194; s. 106, ch. 97-264; s. 1, ch. 97-269; s. 47, ch. 97-271; s. 1, ch. 98-22; s. 1, ch. 99-154; s. 14, ch. 99-186; s. 3, ch. 2000-320; s. 11, ch. 2002-78; s. 2, ch. 2002-81; s. 3, ch. 2003-10; s. 1, ch. 2003-95; s. 2, ch. 2005-128; s. 108, ch. 2006-197; s. 2, ch. 2006-306; s. 2, ch. 2008-88; s. 6, ch. 2010-113; ss. 3, 4, ch. 2011-73; s. 2, ch. 2011-90; s. 26, ch. 2011-141; s. 2, ch. 2012-23; s. 3, ch. 2013-29; s. 153, ch. 2013-183; s. 2, ch. 2014-159; s. 1, ch. 2014-204; s. 13, ch. 2015-34; s. 5, ch. 2016-105; s. 49, ch. 2017-3; s. 5, ch. 2017-107; s. 12, ch. 2018-13; s. 107, ch. 2019-3; s. 6, ch. 2019-166; s. 124, ch. 2019-167; s. 2, ch. 2022-129; s. 1, ch. 2023-26; s. 2, ch. 2024-20; s. 13, ch. 2024-176.

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WINTER HAVEN
THE CHAIN OF LAKES CITY

Agenda

TUESDAY, MARCH 11, 2025

Flexible	**Travel to Tallahassee** (On your own.)
4:00 p.m. or later	**Hotel Check In** Double Tree by Hilton – 101 South Adams Street
4:00 p.m. (Optional)	**Senate Community Affairs Committee** – 37 Senate Building *HB 991 / SB 1242 - Community Redevelopment Agencies (See FLC Leg. Alert)* *SB 180 – Emergency Preparedness & Response* *SB 1128 / HB 1035 – Building Permits for Single-Family Dwelling* **Senate Environment & Natural Recourses Committee** – 110 Senate Building *SB 810 – Stormwater Management Systems*
5:00 p.m. (Optional)	**PRWC Team One / Carollo Florida Water Partners Reception** Georgio's Fine Food, 2971 Apalachee Pkwy
Evening	**Dinner** (On your own.)

Agenda

WEDNESDAY, MARCH 12, 2025

8:15 a.m.	**Representative Albert** (Confirmed with Scott on 3/4) Plus: Updates from Lobbyists, Pastries & Coffee Governor's Club (202 ½ South Adams Street)
9:00 a.m.	**Florida League of Cities Update w/ the Ridge League of Cities** Sittig Hall at Kleman Plaza / FLC Office (301 S. Bronough Street)
10:45 a.m.	**Senator Albritton** (Confirmed with Megan on 3/5) 409 the Capital (404 South Monroe Street)
11:00 a.m.	**Representative Canady** (Confirmed with Rachel on 3/10) 418 the Capital (402 South Monroe Street)
11:50 a.m.	**Representative Tomkow** (Confirmed with Makayla on 2/10) 418 C the Capital (402 South Monroe Street)
12:00 p.m.	**Polk County Day Luncheon** Hayward House (228 S. Adams Street)
Afternoon	**Pending Appointment Confirmation** Representative Kincart Jonsson (followed up with Garrett & Marisol on 3/10) 1302 The Capital (402 South Monroe Street)
1:00 – 4:00	**Criminal Justice Subcommittee** – (Locations & agendas not yet published.) **Health Care Budget Subcommittee** **Industries & Professional Activities Subcommittee** **Intergovernmental Affairs Subcommittee**
3:00 – 4:00 p.m.	**Senate in Session** The Senate Chamber (Agenda not yet published)
5:00 p.m.	**Polk County Day Reception** 12th Floor, State Capitol, 400 S Monroe Street
Evening	**Dinner** (On your own.)

Agenda

THURSDAY, MARCH 13, 2025

Flexible	**Travel Home** (Check-Out by 11:00 a.m.) (On your own.)
8:00 – 9:30 a.m.	**House Ways & Means Committee** – Location & agenda not yet published. *HB 359 / HB 775 / HB 757 – Property Tax Bills – May be on pending agenda.*
10:00 a.m. – Noon	**House State Affairs Committee** – Location & agenda not yet published. *HB 991 / SB 1242 - Community Redevelopment Agencies – May be on pending agenda.*

Proposed Legislation Briefs

SB 1196 (Truenow) HB 503 (Botana)
Local Business Taxes

Summary:

- Impose new regulations on local business taxes.
- Caps revenue at the FY24 level. If exceeded, free refunds must be issued and future fees reduced.
- Prohibits altering rate structures or reclassifying businesses.
- Requires submission of an affidavit stating compliance to the Auditor General annually.

Talking Points:

- **BTRs Ensure Compliance & Safety:** The process triggers zoning verification, life safety checks, and licensing requirements are met before business open – protecting citizens.
- **BTRs Allow Cities to Act as Partners to the State:** Local governments check for required state licensing, aiding the State in enforcement of important regulations.
- **Requirements are Burdensome & Constrictive:** BTR fees cover the cost of life safety and licensing requirement checks. Limiting revenue reduces places the burden of paying for those on non-business taxpayers. The audit and refund process creates significant additional workload.

SB 852 (Martin)
Study on the Elimination of Property Taxes

Summary:

- Directs the Office of Economic and Demographic Research to study eliminating property taxes.
- Evaluates replacing revenue through budget cuts, sales-based taxes, or local consumption taxes.
- Analyzes the impact on education, infrastructure, and emergency services.
- Assesses housing market effects, including homeownership and property values.
- Examines economic stability, consumer behavior, and long-term growth.
- Report due to the Legislature by October 1, 2025.

Talking Points:

- **Property Taxes Fund Essential Services** – Eliminating them could threaten schools, emergency response, and infrastructure.
- **Shifting Burden to Sales Tax is Risky** – Consumption-based taxes disproportionately impact lower-income households.
- **Local Control is Critical** – Cities rely on property taxes for stable, predictable funding tailored to their communities.
- **Fiscal Responsibility Matters** – Any tax shift must ensure long-term financial sustainability for residents and businesses.

SB 1570 (DiCeglie; Rouson) **HB 301 (McFarland)**
Suites Against the Government (Sovereign Immunity)

Summary:

- Increases liability limits for tort claims against state and local governments.
- Raises limits from $200K per person / $300K per incident to $1M per person / $3M per incident (2025–2030).
- Increases limits again to $1.1M per person / $3.2M per incident after 2030.
- Prohibits insurance policies from requiring a claims bill for payouts.
- Allows local governments to settle claims above limits without legislative approval.
- Reduces the statute of limitations from four years to two years and pre-suit notice from three years to 18 months.

Talking Points:

- **Budget Impact** – Higher claim limits could strain city budgets, diverting funds from essential services.
- **Increased Insurance Costs** – Local governments will face higher premiums, impacting taxpayers.
- **Loss of Legislative Oversight** – Settlements above statutory limits could burden cities without state review.
- **Financial Stability at Risk** – Sudden, high-dollar claims could disrupt financial planning and service delivery.

SB 1242 (McClain) **HB 991 (Giallombardo)**
Community Redevelopment Agencies

Summary:

- Mandates all existing CRAs terminate by September 30, 2045, or their earliest charter expiration.
- Prohibits CRAs from initiating new projects or issuing new debt after October 1, 2025.
- Bans the creation of new CRAs after July 1, 2025.

Talking Points:

- **CRAs Are Locally Funded Without Raising Taxes** – CRAs use Tax Increment Financing (TIF) to reinvest local property tax revenue into their own communities, improving infrastructure, reducing crime, and fostering economic growth—without state funding.
- **CRAs Are Essential to Addressing Florida's Affordable Housing Crisis** – Eliminating CRAs removes one of the few effective locally funded tools to support workforce and affordable housing development. Many CRAs already prioritize housing solutions, making this move counterproductive.
- **CRAs Drive Small Business Growth & Economic Development** – CRAs help revitalize business districts, support entrepreneurs, and attract private investment—key factors in Florida's economic success. Eliminating them would hurt small businesses struggling with inflation and high costs.
- **A More Responsible Path: Reform, Not Elimination** – Rather than eliminating CRAs, accountability measures can be strengthened while preserving this vital tool for infrastructure investment, housing, and local business support.
- **Eliminating CRAs Strips Local Control** – Cities know their communities best. This legislation would take away an effective, self-sustaining redevelopment tool that empowers local governments to revitalize blighted areas.

The Florida Senate

COMMITTEE MEETING NOTICE

COMMUNITY AFFAIRS
Senator McClain, Chair
Senator Fine, Vice Chair

MEETING DATE: Tuesday, March 11, 2025
TIME: 4:00—6:00 p.m.
PLACE: *Mallory Horne Committee Room,* 37 Senate Building

AMENDMENT DEADLINE: The amendment deadline for this meeting, including proposed committee substitutes and delete everything amendments, is Monday, March 10, 2025 at 4:00 p.m. All amendments must be in final form and barcoded when filed.

MEMBERS: Senator McClain, Chair; Senator Fine, Vice Chair; Senators Jones, Leek, Passidomo, Pizzo, Sharief, and Trumbull

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SJR 174 by DiCeglie—Assessment of Homestead Property

SB 176 by DiCeglie—Assessment of Homestead Property

SB 180 by DiCeglie—Emergency Preparedness and Response

CS/SB 262 by Judiciary / Berman—Trusts

SB 466 by Leek—Florida Museum of Black History

SB 582 by Leek—Unlawful Demolition of Historical Buildings and Structures

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SB 608 by DiCeglie—Gulf of America

SB 1002 by Truenow—Utility Service Restrictions

SB 1128 by Ingoglia—Building Permits for a Single-family Dwelling

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SB 1202 by McClain—Benefits for Firefighters Injured During Training Exercises

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SB 1242 by McClain—Community Redevelopment Agencies

Other Related Meeting Documents

With the Chair's approval, DURING regular session file 1 copy with the Secretary of the Senate (Room 303, Capitol) at least 3 days before meeting and PRIOR to regular session at least 7 days before meeting (Rules 2.6 and 2.8). File 1 copy with the Sergeant at Arms.

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FLORIDA LEAGUE OF CITIES

LEGISLATIVE ALERT

Oppose SB 1242:
Bill to Eliminate Community Redevelopment Agencies (CRAs) Up Tuesday in Senate Committee

SB 1242 (McClain) mandates that all CRAs in existence as of July 1, 2025, must terminate by the earliest charter expiration date or by September 30, 2045.

The bill also:

- Prohibits CRAs from initiating new projects or issuing new debt after October 1, 2025.
- Prohibits the creation of any new CRAs after July 1, 2025.

The Florida League of Cities opposes SB 1242. Eliminating CRAs would eliminate one of the most effective economic development and affordable housing tools available to cities and counties.

TAKE ACTION

📣 SB 1242 will be considered by the **Senate Community Affairs Committee** on **Tuesday, March 11, at 4:00 p.m.** Please contact members of the Committee (click here for contact information) and urge Senators to oppose the elimination of CRAs. Please note that Senator McClain is Chair of this committee.

Below is information that you can share with committee members when urging them to vote no.

CRAs: Locally Funded Without Raising Taxes or Using State Dollars

CRAs were created to revitalize areas suffering from urban decay and crime, encourage private-sector investment, support job creation, and address the affordable housing crisis —all without raising taxes or relying on state funds. Instead, CRAs use a self-sustaining financing model known as Tax Increment Financing (TIF), where a portion of the increased property tax revenues generated by redevelopment is reinvested back into the area. This ensures local tax dollars are used locally to improve infrastructure, attract private investment, and support the businesses that choose to be in a CRA.

CRAs Are Essential to Addressing Florida's Affordable Housing Crisis
Florida is experiencing a severe shortage of workforce and affordable housing, which threatens our economic competitiveness and workforce stability. Rather than eliminating CRAs, the Legislature should recognize them as a critical tool for increasing affordable housing supply—without additional state spending. Many CRAs already prioritize workforce housing, using their funds to incentivize private investment in new housing projects, rehabilitate existing properties to increase housing stock, and improve infrastructure needed to support housing development.

Eliminating CRAs would strip local governments of one of their most effective, locally funded tools to address Florida's housing crisis.

CRAs Are Critical for Small Businesses and Local Economies
Florida's economy thrives when small businesses succeed. A primary focus of CRAs is to support entrepreneurs and small business owners by providing funding for commercial property improvements to revitalize business districts, investing in streetscape enhancements and safety improvements that attract customers, and driving private-sector redevelopment projects that create jobs and economic opportunity.

At a time when small businesses are struggling with inflation and high costs, eliminating CRAs would make it even harder for them to grow, compete, and create jobs.

A More Responsible Path Forward
Instead of eliminating CRAs, we urge the Legislature to strengthen accountability while preserving this vital tool for local economic growth. The League supports reforms that:

- Focus CRA expenditures on core priorities like infrastructure, affordable housing, and small business support.
- Review reporting and auditing requirements to ensure necessary transparency and accountability.
- Create opportunities for CRAs to support Live Local Act projects

Please contact David Cruz with any questions.



The Florida Senate

COMMITTEE MEETING NOTICE

ENVIRONMENT AND NATURAL RESOURCES
Senator Rodriguez, Chair
Senator Ingoglia, Vice Chair

MEETING DATE: Tuesday, March 11, 2025
TIME: 4:00—6:00 p.m.
PLACE: *Toni Jennings Committee Room,* 110 Senate Building

AMENDMENT DEADLINE: The amendment deadline for this meeting, including proposed committee substitutes and delete everything amendments, is Monday, March 10, 2025 at 4:00 p.m. All amendments must be in final form and barcoded when filed.

MEMBERS: Senator Rodriguez, Chair; Senator Ingoglia, Vice Chair; Senators Arrington, Avila, Brodeur, DiCeglie, Harrell, Polsky, and Smith

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SB 492 by McClain—Mitigation Banking

SB 736 by Truenow—Brownfields

SB 796 by Bradley—General Permits for Distributed Wastewater Treatment Systems

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SB 800 by McClain—Requirements for Battery Manufacturers

SB 810 by Burgess—Stormwater Management Systems

SB 1162 by Leek—Water Access Facilities

SB 1228 by McClain—Spring Restoration

Senate Confirmation Hearing: A public hearing will be held for consideration of the below-named executive appointments to the offices indicated.

OFFICE and APPOINTMENT (HOME CITY)	FOR TERM ENDING
Florida Inland Navigation District	
Burkett, Austin (Jupiter)	01/09/2027
Trabulsy, Paul (Fort Pierce)	01/09/2027
Stapleford, James R. (Palm Coast)	01/09/2027
Crowley, T. Spencer (Miami)	01/09/2027
Callaway, Patrick S. (Jacksonville)	01/09/2027

Other Related Meeting Documents

With the Chair's approval, DURING regular session file 1 copy with the Secretary of the Senate (Room 303, Capitol) at least 3 days before meeting and PRIOR to regular session at least 7 days before meeting (Rules 2.6 and 2.8). File 1 copy with the Sergeant at Arms.

Senator Burton Schedule for March 12th, 2025

8:30-10:30 : Senator Burton will be presenting SB 738 Child Care and Early Learning Providers to the Children, Families and Elder Affairs Committee *301 Senate Office Building*

8:30-10:30 : Senator Burton is a member of the Judiciary Committee and will be attending this meeting *110 Senate Office Building*

11:00 -1:00 : Senator Burton is a member of Rules Committee and will be attending this meeting *412 Knott Building*

1:00-3:00 : Lunch and Meetings with Committee and President's Office staff related to her legislation

3:00-5:00 Session you can watch session from the *fifth floor gallery*

5:00-6:00 Senator Burton will be in attendance at the Polk County Day Reception *22nd Floor*

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, March 19, 2025, 5:30 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:VA6C2:657e4239-7e5c-42f7-ad82-8e7eb38f3360
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 5:30 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; and Commissioner Tracy Mercer.

Commissioner Absent: 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; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; and Public Works Director Brittany Hart.

5. PRESENTATION(S)

A. Special Olympics Torch Run - Sergeant David Keigan, Winter Haven Police Department

B. "Child Abuse Prevention Month" Proclamation - Tyiesha Ghent, Community Engagement Specialist & Kadian Parchment, Resiliency Coordinator - Heartland for Children

C. "Family Abduction Awareness Day" Proclamation - Chris Felder, Florida Chair - National Parents Organization

D. "Water Conservation Month" Proclamation - Kassidy King, Customer Relations Specialist and Elliott Santiago-Lugaro, Water Conservation Specialist

E. Woman's Club of Winter Haven - Flight of Honor Project - Jane McGinnis, President & Kimberly Burr, Committee member

Mayor Birdsong said items 5A through 5E would be presented at the March 24, 2025, Regular City Commission Meeting.

There were no questions or discussion on these items.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. March 5, 2025, City Commission Agenda Review Session Meeting Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – N/A

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

A. O-25-05 - Request by AVID Group, LLC to rezone a parcel from Industrial- Light (I-1) zoning district to Commercial- Highway (C-3) zoning district

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. O-25-13 - Adding a new Section 15-290 of Article VII, Chapter 15, of the Code of Ordinances of the City of Winter Haven, Florida regarding Prohibiting Smoking and Vaping in Public Parks and Public Beaches owned and/or leased by the City of Winter Haven, Florida

City Manager Stavres said there had been no changes to this item since first reading.

Commissioner Dantzler expressed concerns with enforcement, inquired where did this item put our police officers when they had to enforce this and if this raised concerns with Police Chief Monroe or Assistant City Manager for Public Safety Bird. Police Chief Monroe said they had no concerns because this was regular citizen contact and they approached citizens educationally first, which he explained further.

10. CONSENT AGENDA

A. Award ITB-25-09 to Metalizing Technical Services LLC (ITB-25-09)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Winter Haven Firefighters' Pension Board of Trustees Re-Appointment of Gary Clark

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Citizen Donation - Carillon Bell Tower

City Manager Stavres gave an overview of this item and recognized Tom Oldt, who donated the carillon bell tower, who was in the audience.

Mr. Oldt clarified that the tower structure was made of steel, the bells were bronze, and that the timeframe from signing to delivery would take 7-9 months.

Mayor Pro Tem Yates thanked Mr. Oldt for his donation. The other Commissioners concurred.

City Manager Stavres added that this item aligned with the *Quality of Life* Pillar, numbers two and three about championing the arts, beautification, and enriching the community.

11. RESOLUTION(S)

A. R-25-10 - City commission support of the application for FDOT Transportation Alternatives funding for Cypress Gardens Boulevard Pedestrian and Streetscape Improvements

B. R-25-11 - City Commission support of the application for FDOT Transportation Alternatives funding for US Highway 17 Pedestrian and Safety Improvements

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

Mayor Pro Tem Yates commented that both of these corridors had many sidewalks already in place and asked if the sidewalks would be spruced up or what would be envisioned for this area. Deputy City Manager Carnevale said that the vision plans were kind of early and conceptual and explained that when getting into a Florida Department of Transportation (FDOT) project, there would probably be some Project Development and Environment (PD&E) and

design. Design work would be on the front end of what you could actually fit, but based on the community feedback, on Cypress Gardens Boulevard it was to put in a multi-use trail or something that was a little bigger, but perhaps a little separated from the roadway. On U.S. Highway 17 there were some places where the sidewalk got really narrow so [we needed to] make sure those areas were widened out so that there was not a 4-foot sidewalk right next to the edge of traffic and make them more pedestrian-friendly overall and add traffic safety items. He also discussed the vision plan, Cypress Gardens Boulevard, shifting of the road, a section of the corridor being in a very rural right-of-way (ROW), draining ditches on either side of the road, piping up some of the stormwater, placing sidewalks further back from the road,

Mayor Pro Tem Yates asked if there was a reason for the stop point and not going all the way up to Overlook Drive. Deputy City Manager Carnevale explained that when FDOT did this it started off as a safety analysis of that section of the roadway so that is what it was based on. There was another section of work the City had done with FDOT that went from U.S. Highway 17 back to Overlook Drive so that was another effort they were working with FDOT on how to make those improvements in that area.

Mayor Pro Tem Yates asked if Deputy City Manager Carnevale envisioned this having a large traffic impact or more off the road. Deputy City Manager Carnevale said it was tough to say at this point and explained that if a full intersection rebuild was being done, then it would have an impact, but in the long run traffic efficiency would be a piece of both [of the corridors], which he explained further.

Commissioner Mercer requested more information on U.S. Highway 17 and what was being done there. Deputy City Manager Carnevale said that one of the things that was recommended was creating pedestrian safe havens. There were opportunities to take some middle turn lanes and add in a median that would become a pedestrian safe haven halfway across the roadway, which was not dissimilar from what was seen farther north on U.S. 17 near New Beginnings High School. He explained that the median that was added there in the middle of the road was a place pedestrians could stop before crossing the next lane(s) of traffic. He also said that [for U.S. Highway 17] there would be upgraded street lighting, sidewalks, etc., but nothing really major. Discussion ensued regarding left turn lanes on U.S. Highway at Havendale, timing of lights, unique repeat of left turn signals, and creative things that were being done.

Mayor Birdsong said this project went to the [Polk County] Transportation Planning Organization (TPO) and inquired if it needed to go into the [Florida Department of Transportation (FDOT)] 5-Year Workplan. Deputy City Manager Carnevale said yes.

12. ORDINANCE(S) - FIRST READING

A. O-25-14 - Public Hearing- Administrative request to amend the 2035 Winter Haven Comprehensive Plan by amending the Future Land Use Element, Transportation Element, and the Transportation Map Series

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

Mayor Pro Tem Yates requested a quarterly update on the City's [roadway] maps and a status on the conditions of roads. City Manager Stavres said this was the Pavement Condition Index (PCI) and that a semi-annual update would be better because they were not paving every quarter.

13. NEW BUSINESS

A. Grant & Aid Application Review Committee (GAARC) Update and request for guidance

City Manager Stavres thanked and recognized Alex Santiago who was the Chair of the GAARC. He also gave an overview of this item.

Mayor Pro Tem Yates inquired if all 36 returning applications had been previously funded. Public Affairs and Communication Director Hill said yes and to some level.

Mayor Pro Tem Yates asked if all 40 new applications were [organizations/agencies] within the City limits. City Manager Stavres said some were not, however, they were servicing citizens of Winter Haven.

Mayor Pro Tem Yates inquired when was the formal decision due for the budget. Director Hill said that the recommendations would come back [from the GAARC to the Commission] in an early meeting in May. City Manager Stavres said that the challenge was that there needed to be a [budgetary] cap given to the GAARC. Discussion ensued regarding challenges from the State and that nothing [in the budget for the requests] would be final until the second meeting in September, which staff would make abundantly clear in trainings [with applicants].

Mayor Birdsong asked if the guidelines being discussed tonight would be voted on by the Commission. City Manager Stavres confirmed they would be voting at the March 24, 2025, Regular City Commission Meeting.

Mayor Birdsong inquired if they would be funding schools. Mayor Pro Tem Yates reminded him that they had previously said no to schools and foundations.

Commissioner Dantzler commented that the Polk County Tourist Development Council (TDC) always had discussions like this and explained that the reason they gave money was for those doing things the right way. He suggested that [the City] not fund start-ups because if they watered down [the money] then they would be penalizing established organizations that were working and if they started giving funds to everyone that applied, then all of the good organizations would not get as much money.

Mayor Pro Tem Yates asked if there was a length of time required for an entity to have been in existence to be eligible to apply. City Manager Stavres said no and that they just needed to have their nonprofit status and be registered to do business in Florida.

Commissioner Dantzler said he had no problem eliminating schools and foundations. He restated his preference to funding established organizations and not start-ups. City Manager Stavres said they could look at length of time of entities next November because it would be unfair and not transparent to do that now. Discussion ensued.

Mayor Birdsong said the Commission agreed to not fund foundations or schools. Director Hill said that would eliminate $123,300 [from the total amount requested]. Mayor Birdsong said he wanted to stick with legacy agencies at their [current] levels.

Commissioner Dantzler reminded everyone that just because they set a budgetary amount, the GAARC did not have to meet that and could go under budget. Discussion ensued.

Mayor Birdsong suggested that the Commission should set an amount they could fund regardless what would happen [with decisions made] in Tallahassee. City Manager Stavres gave an overview on how the $316,000 funding level came to be. He added that nothing was final until the budget was approved and they could look at a 10% increase on $316,000, which would give them a budget of $347,600, and once the legacy agencies were backed out with the amounts given last year, the GAARC would have approximately $200,000 to consider. The increase was manageable, but subject to actual revenues. Discussion ensued.

Commissioner Dantzler commented that cutting [requested] amounts may not be enough for organizations to do their projects. Discussion ensued. City Manager Stavres said they had already asked applicants in advance on what they would do if they were funded less.

GAARC Chair Santiago said the discussions tonight were great and helped give guidelines to the committee.

City Manager Stavres said he appreciated the dialogue.

Mayor Pro Tem Yates thanked Mr. Santiago for his time. The other Commissioners concurred.

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres reported that he would be out of the office tomorrow, therefore, Deputy City Manager Carnevale was in charge [of City operations].

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT

City Clerk Castillo wished Mayor Birdsong a happy birthday.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:23 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, March 24, 6:00 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:d733381d-332b-4612-954a-532fcb26a98c
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. **CALL TO ORDER** - Mayor Birdsong called the regular meeting to order at 6:00 p.m.

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

Commissioners Present: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton Dollison.

Staff Present: City Manager T. Michael Stavres; City Attorney John Murphy; Deputy City Manager Michael "M.J." Carnevale; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; and Chief Financial Officer Colleen "C.J." Scott.

3. **INVOCATION** – Pastor David Berry, The Mission of Winter Haven

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

5. **PRESENTATION(S)**

A. Special Olympics Torch Run - Sergeant David Keigan, Winter Haven Police Department

City Manager Stavres introduced Sergeant Keigan who gave an overview of the Special Olympics Torch run, how much they received in donations, and thanked the City Commission. He also introduced Josh Peek a Special Olympics participant and friend who was a member of the Haven Bocce Team.

B. "Child Abuse Prevention Month" Proclamation - Tyiesha Ghent, Community Engagement Specialist & Kadian Parchment, Resiliency Coordinator - Heartland for Children

Deputy City Manager Carnevale read aloud the proclamation recognizing "Child Abuse Month" in the City of Winter Haven. Ms. Parchment thanked the City Commission.

C. "Family Abduction Awareness Day" Proclamation - Chris Felder, Florida Chair - National Parents Organization

(NOTE: Mr. Felder was unable to attend the Commission Meeting to receive this proclamation.)

DRAFT

D. "Water Conservation Month" Proclamation - Kassidy King, Customer Relations Specialist and Elliott Santiago-Lugaro, Water Conservation Specialist

City Manager Stavres read aloud the proclamation recognizing "Water Conservation Month" in the City of Winter Haven. Customer Relations Specialist King and Water Conservation Specialist Elliott Santiago-Lugaro thanked the City Commission.

E. Woman's Club of Winter Haven - Flights of Honor Project - Jane McGinnis, President & Kimberly Burr, Committee member

Ms. McGinnis and Ms. Burr spoke about the General Federation of Women's Clubs (GFWC) Florida goal to raise $150,000 for a *Flights of Honor Project* sponsoring 172 female veterans to fly from Florida to Washington, D.C on March 11, 2026. Ms. Burr spoke about a photography book titled "*Florida is Golden…Richness in Nature*" they were putting together where the proceeds would benefit the *Flights of Honor Project*.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. March 5, 2025, City Commission Agenda Review Session Meeting Minutes

Motion by Mayor Pro Tem Yates to approve the minutes as presented.

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments. No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Geoff Harlan, Vice President of Acquisitions at Blue Sky Communities, LLC at 1800 North Fountain Way in St. Petersburg, said they were affordable housing developers who finished the Florence Place Apartments in 2024 in the southwest quadrant of Martin Luther King, Jr. Boulevard and First Street North behind Auto Zone. He distributed a bound photo book *(original on file in the City Clerk's Office)* to the Commission as a memento of the history of Florence Place Apartments with pictures from its groundbreaking in 2023 to its completion.

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

A. O-25-05 - Request by AVID Group, LLC to rezone a parcel from Industrial- Light (I-1) zoning district to Commercial- Highway (C-3) zoning district

City Attorney Murphy read Ordinance O-25-05 by title only. City Manager Stavres introduced this item and Economic Opportunity and Community Investment Director Labbe presented.

Motion by Commissioner Mercer to approve Ordinance O-25-05 on second reading – public hearing.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Discussion ensued regarding the traffic accidents reports *(see attached)* from a citizen that were distributed to the Commission.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

B. O-25-13 - Adding a new Section 15-290 of Article VII, Chapter 15, of the Code of Ordinances of the City of Winter Haven, Florida regarding Prohibiting Smoking and Vaping in Public Parks and Public Beaches owned and/or leased by the City of Winter Haven, Florida

City Attorney Murphy read Ordinance O-25-13 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-13 on second reading – public hearing.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

10. CONSENT AGENDA

A. Award ITB-25-09 to Metalizing Technical Services LLC (ITB-25-09)

B. Winter Haven Firefighters' Pension Board of Trustees Re-Appointment of Gary Clark

C. Citizen Donation - Carillon Bell Tower

Motion by Mayor Pro Tem Yates to approve the Consent Agenda as presented.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to the Consent Agenda could come to the podium and state their name and address for the record.

City Manager Stavres noted that for item 10C he had mentioned that staff was working on some of the final details with the vendor at the March 19, 2025, City Commission Agenda Review Session. As an update, he was happy to report that staff and City Attorney Murphy were able to conduct all of the discussions and everything that was needed had been brought up in order for the City to transact that action. He also added that Mr. Tom Oldt was present in the audience.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

11. RESOLUTION(S)

A. R-25-10 - City Commission support of the application for FDOT Transportation Alternatives funding for Cypress Gardens Boulevard Pedestrian and Streetscape Improvements

City Attorney Murphy read Resolution R-25-10 by title only and City Manager Stavres presented for items 11A and 11B.

Motion by Commissioner Mercer to approve Resolution R-25-10.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record.

Linda Fife, 3691 Plymouth Drive in Winter Haven and Vice President of the Homeowners Association in the Traditions Subdivision representing 595 homes, offered support to the City and Polk County for the option #2 multi-use trail, which she explained in more detail. Discussion ensued.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

B. R-25-11 - City Commission support of the application for FDOT Transportation Alternatives funding for US Highway 17 Pedestrian and Safety Improvements

City Attorney Murphy read Resolution R-25-11 by title only. City Manager Stavres had already presented this item under item 11A.

Motion by Commissioner Mercer to approve Resolution R-25-11.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

A. O-25-14 - Public Hearing- Administrative request to amend the 2035 Winter Haven Comprehensive Plan by amending the Future Land Use Element, Transportation Element, and the Transportation Map Series

City Attorney Murphy read Ordinance O-25-14 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-14 on first reading – public hearing for transmittal to the FloridaCommerce for review.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular Commission Meeting.

Motion carried 5:0.

13. NEW BUSINESS

A. Grant & Aid Application Review Committee (GAARC) Update and request for guidance

City Manager Stavres reported that GAARC Committee Chair Alex Santiago sent his regrets that he was unable to attend the meeting tonight. City Manager said he believed the Commission had given good feedback at the [March 19, 2025] Agenda Review Session. On November 1, 2024, the GAARC met at City Hall to discuss the program and the current progress where they voted, which was unanimous to recommend the following changes:

1. Update the application timeline, which would allow for a 2-week application window and a 2-week staff review of the applications and then two weeks for applicants to correct any errors that may have been within the applications themselves, similar to a sufficiency review process.

2. Eliminate the $40,000 single initiative funding category

3. Request clarification from the City Commission on how to address funding requests from schools and other organizations with established foundations.

4. Request clarification from the City Commission regarding funding levels for legacy agencies prior to the next review cycles. Those agencies included Winter Haven Public Education Partnership, Girls Incorporated, The Neighborhood Service Center, Girls and Boys Club of Polk County, Meals on Wheels, and the Haley Center.

He summarized that on November 25, 2024, the Commission had discussed these recommendations and had consensus for approval for items #1 and #2 on February 19. Then the Commission further discussed recommendations #3 and #4 and provided guidance to no longer provide funding to schools through this program recognizing these organizations have access to other governmental funds and benefits from other forms of support, which he explained in more detail.

Also, City Manager Stavres noted that the GAARC had not yet seen any applications since we [staff] were still going through the sufficiency review process and they would not receive them until April 17, 2025. The application window closed on March 15, 2025 which included 76 total applicants with a total request in funding of $777,500, which he broke down further.

Discussion ensued.

Dr. Kris Newman-Lake, 220 5th Street SW in Winter Haven and Principal and CEO at Cypress Junction Montessori, explained how cutting funding would affect her school in more detail.

Motion by Mayor Pro Tem Yates to eliminate funding for schools and foundations.

Discussion ensued.

Motion carried 5:0.

Motion by Commissioner Dantzler to keep legacy agencies at the current year funding level and raise the overall Fiscal Year 2025 appropriation budget by 10%.

Discussion ensued.

Motion carried 5:0.

David Berry, 252 Santa Rosa Drive in Winter Haven and Director of The Mission of Winter Haven, inquired why Legacy Partners were automatically included for funding instead of applying like everyone else. City Manager Stavres clarified that they did have to complete an application and that they were not arbitrarily funded.

Betty Smothers, 620 Avenue O NE in Winter Haven, spoke on behalf of senior citizens and the Neighborhood Service Center and said that more consideration was needed to be given to seniors.

Discussion ensued.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the Florida Municipal Insurance Trust (FMIT) Board Meeting in Jensen Beach where they discussed insurance and the good news for homeowners and municipal insurance was that rates were going down so there would be relief in the next couple years; attended "Polk County Day" in Tallahassee; attended the Neighborhood Service Center St. Patrick's Day Luncheon; and met Governor [Ron DeSantis] at the Intermodal Logistics Center (ILC) to receive the $1.5 million for the City.

Commissioner Mercer reported the following: attended "Polk County Day" in Tallahassee; attended the Neighborhood Service Center St. Patrick's Day Luncheon; and the Police Department's Special Olympics event where she participated the two previous years.

Commissioner Dollison reported the following: wished Mayor Birdsong a belated birthday; attended the Neighborhood Service Center St. Patrick's Day Luncheon; attended a junior Reserve Officers' Training Corps (JROTC) Awards Banquet; and attended "Polk County Day" in Tallahassee where he also spent time with Leadership Winter Haven Class #44. Lastly, he made comments at Florence Place and reported that the 25th Nehemiah Action would be held at Resurrection Church in Lakeland on March 31, 2025 and that he partnered with the Polk Ecumenical Action Council for Empowerment (P.E.A.C.E.) organization for many years for various reasons, which he explained in more detail.

Mayor Pro Tem Yates reported the following: that the Tallahassee trips were very important to Home Rule and that the City was very fortunate to have the delegation in Polk County. He added that it was important to continue to advocate to see where we wanted the City of Winter Haven to go.

Mayor Birdsong reported the following: echoed the comments about "Polk County Day" and Home Rule; attended a Polk Regional Water Cooperative (PRWC) Meeting where he chaired all of the different wings since some people were not in attendance; attended an JROTC Awards Banquet; received a check from Governor [DeSantis] for $1.5 million on behalf of the City; attended the Transportation Disadvantaged Local Coordinating Board (TD-LCB) Meeting in Bartow regarding transportation; and attended the Neighborhood Service Center St. Patrick's Day Luncheon where all of the Commissioners served the senior citizens.

Commissioner Dantzler gave 'hats off' to City Manager Stavres for getting things done [in Tallahassee] in 15 minutes. He also commented that Deputy City Manager Carnevale had also done a fantastic job.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres recognized and congratulated Deputy City Clerk LaTonya Harris for receiving her Certified Municipal Clerk (CMC) designation through the International Institute of Municipal Clerks (IIMC) which he was notified of today. He added it was a huge accomplishment for anyone in the clerk profession and that she had been working on this since she became the deputy city clerk and city historian.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT

City Clerk Castillo thanked City Manager Stavres for his kind words regarding Deputy City Clerk Harris, spoke about what it took to obtain a CMC, and also congratulated her.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

❖

Police Department volunteer Michele Clark spoke about the West Central Area Agency on Aging PSA6 that was now called the Senior Connection Center. She said funds helped the elderly and financially compromised with Medicare and Medicaid counseling, applications for low-income subsidy, the Medicare savings program, and could be reached at 1-800-963-5337.

Deputy City Clerk Harris thanked everyone for their support in helping and encouraging her to obtain her CMC designation, which was a team effort, and that she was happy to have accomplished this goal.

Police Officer Dynisha Fulgham, 125 North Lake Silver Drive North in Winter Haven, said she spoke on behalf of people in the community upon expressing concerns with funding [non-profits] and concurred with Pastor Berry and how it should be equal. She also spoke about the challenges with caring for and helping the elderly and children. Mayor Pro Tem Yates thanked her for her service to her family and the community.

20. ADJOURNMENT – 7:48 p.m.

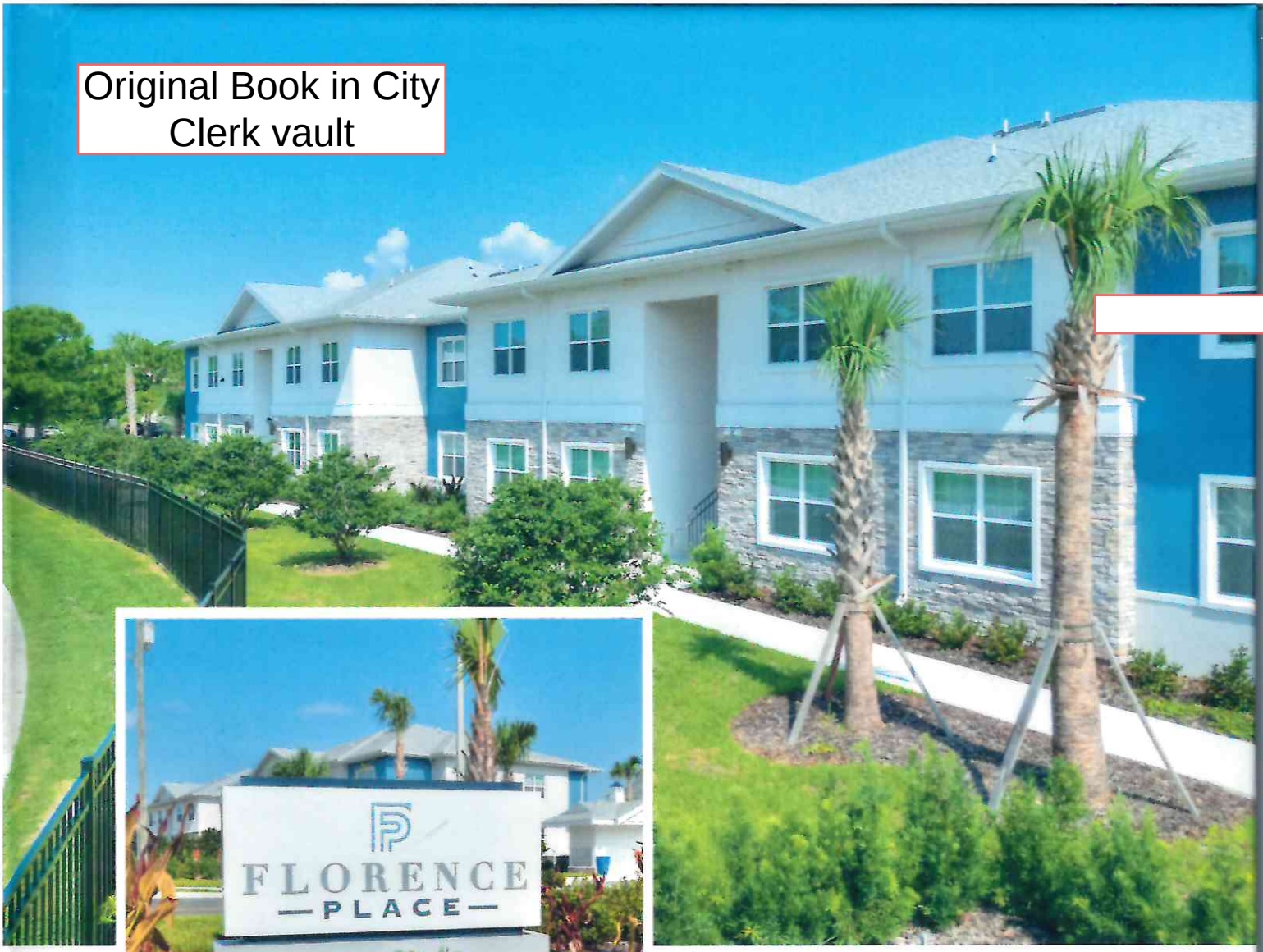
ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

Original Book in City Clerk vault



88 AFFORDABLE APARTMENT HOMES
WINTER HAVEN, FLORIDA

BLUE SKY COMMUNITIES

COMPLETED 2024

9A

Project P-25-05 / O-25-05

Polk County Sheriff Office Report On Number Of Reported Accidents At Intersection Of Dundee Road And Overlook Drive 2021-2025

Gmail

Karen Stockman <kstockman360@gmail.com>

Records request for accident numbers at intersection of Overlook Drive and Dundee Road

Sowell, Samantha <SSowell@polksheriff.org> Fri, Mar 14, 2025 at 9:29 AM
To: "kstockman360@gmail.com" <kstockman360@gmail.com>

To whom it may concern:

Attached you will find the requested records from Polk County Sheriff's Office – Records Department.

Sincerely,

Samantha Sowell

ssowell@polksheriff.org

Records Specialist

863-298-6300 ext. 1217

Polk County Sheriff's Office

1891 Jim Keene Blvd.

Winter Haven, FL 33880

Please Note: The Polk County Sheriff's Office does not have body worn or dash camera.

For any and all new requests, please email RecordsRequest@polksheriff.org.

www.polksheriff.org

From: Judah, Danielle <DJudah@polksheriff.org>
Sent: Monday, March 10, 2025 12:02 PM
To: Sowell, Samantha <SSowell@polksheriff.org>
Subject: FW: Records request for accident numbers at intersection of Overlook Drive and Dundee Road

From: Karen Stockman <kstockman360@gmail.com>
Sent: Monday, March 10, 2025 10:06 AM
To: RecordsRequest <RecordsRequest@polksheriff.org>
Subject: Records request for accident numbers at intersection of Overlook Drive and Dundee Road

** This Email Originated Outside of PCSO! **

DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

[Quoted text hidden]

DUNDEE RD & OVERLOOK DR.pdf
87K

Call summary for: 01/01/2021 - 03/14/2025

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[4/14/21]								
#S211041638	3N	S3P	CE	51A	CE5883U	14:36	15:38	DUNDEE RD/OVERLOOK DR SE, WHE
[12/01/21]								
#S213351435	3N	S3P	CE	51A	CE6617U	14:01	14:05	OVERLOOK DR SE/DUNDEE RD, WHE
[10/10/22]								
#S222831888	3N	S3P	CE	51A	CE7683U	18:09	19:47	OVERLOOK DR SE/DUNDEE RD, WHE
[12/03/22]								
#S223371187	2U	S3P	CE	51A		13:38	13:44	DUNDEE RD/OVERLOOK DR SE, WHE
[5/18/23]								
#S231381176	3N	S3P	CE	51A	CE6617U	11:11	12:06	DUNDEE RD/OVERLOOK DR SE, WHE
[8/26/23]								
#S232380764	3N	S3P	SE	51A	DU4648U	09:40	11:22	DUNDEE RD/OVERLOOK DR SE, WHE
[6/30/24]								
#S241820886	3N	S3P	CE	51A	NE8875U	10:56	11:41	DUNDEE RD/OVERLOOK DR SE, WHE

Call summary for: 01/01/2021 - 03/14/2025

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[11/02/23]								
#S233062389	2U	S3I	CE	51A	CE8812U	20:49	23:07	OVERLOOK DR SE/DUNDEE RD, WHE

Call summary for: 01/01/2021 - 12/15/2023

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[2/02/21]								
#S210331917	2U	S4	CE	51A	CE3747U	17:01	18:07	DUNDEE RD/OVERLOOK DR SE, WHE
[2/26/21]								
#S210571997	2U	S4	CE	51A	CE6822U	17:08	17:42	DUNDEE RD/OVERLOOK DR SE, WHE
[3/16/21]								
#S210751983	2U	S4	CE	51A	CE7844U	16:55	17:40	DUNDEE RD/OVERLOOK DR SE, WHE
[4/06/21]								
#S210962257	2U	S4	CE	51A	CE8899U	18:18	19:04	DUNDEE RD/OVERLOOK DR SE, WHE
[5/20/21]								
#S211401661	2U	S4	CE	51A	CE8398U	15:25	16:15	DUNDEE RD/OVERLOOK DR SE, WHE
[7/10/21]								
#S211912258	2U	S4	CE	51A	CE5582U	23:50	05:55	DUNDEE RD/OVERLOOK DR SE, WHE
[7/18/21]								
#S211992036	2U	S4	CE	51A	CE7220UA	23:19	01:33	DUNDEE RD/OVERLOOK DR SE, WHE
[7/24/21]								
#S212051455	2U	S4	CE	51A	CE7844U	17:14	18:33	DUNDEE RD/OVERLOOK DR SE, WHE
[9/22/21]								
#S212651830	2U	S4	CE	51A	CE4563UA	17:28	19:02	DUNDEE RD/OVERLOOK DR SE, WHE
[9/27/21]								
#S212700995	2U	S4	CE	51A	CE7844U	11:14	12:00	DUNDEE RD/OVERLOOK DR SE, WHE
[12/01/21]								
#S213351428	2U	S4	CE	51A	CE9341U	13:58	17:26	DUNDEE RD/OVERLOOK DR SE, WHE
[1/11/22]								
#S220111183	2U	S4	CE	51A	CE8788U	12:21	12:46	DUNDEE RD/OVERLOOK DR SE, WHE
[2/15/22]								
#S220461307	2U	S4	CE	51A	CE7844U	13:15	14:33	DUNDEE RD/OVERLOOK DR SE, WHE
[2/25/22]								
#S220561354	2U	S4	CE	51A	CE6321U	13:28	14:29	OVERLOOK DR SE/DUNDEE RD, WHE
[4/23/22]								

#S221131288	2U	S4	CE	51A	CE6529U	14:56	16:11	OVERLOOK DR SE/DUNDEE RD, WHE
[5/07/22]								
#S221271184	2U	S4	CE	51A	CE5883U	15:03	17:40	OVERLOOK DR SE/DUNDEE RD, WHE
[6/27/22]								
#S221780679	2U	S4	CE	51A	CE9444U	08:51	10:14	DUNDEE RD/OVERLOOK DR SE, WHE
#S221780697	2U	S4	CE	51A	DU8250U	08:59	09:01	DUNDEE RD/OVERLOOK DR SE, WHE
[8/26/22]								
#S222380586	2U	S4	CE	51A	CE6321U	07:37	08:41	DUNDEE RD/OVERLOOK DR SE, WHE
[8/29/22]								
#S222412258	2U	S4	CE	51A	CE8138U	19:55	21:42	DUNDEE RD/OVERLOOK DR SE, WHE
[9/16/22]								
#S222591972	2U	S4	CE	51A	CE7078U	18:14	19:46	DUNDEE RD/OVERLOOK DR SE, WHE
[10/17/22]								
#S222901483	2U	S4	CE	51A	CE7164U	15:37	17:35	DUNDEE RD/OVERLOOK DR SE, WHE
[10/27/22]								
#S223000687	3N	S4	CE	51A	CE9377U	08:48	09:27	DUNDEE RD/OVERLOOK DR SE, WHE
[11/14/22]								
#S223182250	2U	S4	CE	51A	CE9465U	19:17	20:51	DUNDEE RD/OVERLOOK DR SE, WHE
[12/03/22]								
#S223371179	2U	S4	CE	51A	CE9599U	13:35	15:23	DUNDEE RD/OVERLOOK DR SE, WHE
[12/14/22]								
#S223480373	2U	S4	CE	51A	CE6393U	05:27	07:23	DUNDEE RD/OVERLOOK DR SE, WHE
[2/02/23]								
#S230331705	2U	S4	CE	51A	CE8790U	14:52	16:30	OVERLOOK DR SE/DUNDEE RD, WHE
[2/21/23]								
#S230520616	2U	S4	CE	51A	CE6822U	07:37	08:13	DUNDEE RD/OVERLOOK DR SE, WHE
[3/16/23]								
#S230750923	2U	S4	CE	51A	CE6321U	10:50	12:14	DUNDEE RD/OVERLOOK DR SE, WHE
[4/05/23]								
#S230952261	2U	S4	CE	51A	CE7078U	18:27	20:43	OVERLOOK DR SE/DUNDEE RD, WHE
[4/28/23]								
#S231181827	2U	S4	CE	51A	CE3747U	16:36	17:51	OVERLOOK DR SE/DUNDEE RD, WHE
#S231181828	2U	S4	CE	51A	H1416R	16:36	16:38	DUNDEE RD/OVERLOOK DR SE,

								WHE
[5/08/23]								
#S231280093	2U	S4	CE	51A	CE4308U	01:38	03:15	DUNDEE RD/OVERLOOK DR SE, WHE
[5/17/23]								
#S231372239	2U	S4	CE	52A	CE9068U	18:27	23:40	OVERLOOK DR SE/DUNDEE RD, WHE
[8/21/23]								
#S232330675	2U	S4	CE	51A	CE8567U	08:12	09:00	OVERLOOK DR SE/DUNDEE RD, WHE
[9/13/23]								
#S232561684	2U	S4	CE	51A	CE9471U	14:59	16:51	DUNDEE RD/OVERLOOK DR SE, WHE
[9/15/23]								
#S232580900	2U	S4	CE	51A	CE7683U	10:10	10:16	DUNDEE RD/OVERLOOK DR SE, WHE
[9/20/23]								
#S232631889	2U	S4	CE	51A		17:09	17:11	DUNDEE RD/OVERLOOK DR SE, WHE
[10/22/23]								
#S232951094	2U	S4	CE	51A	CE9471U	14:21	15:19	DUNDEE RD/OVERLOOK DR SE, WHE
[10/26/23]								
#S232992631	2U	S4	CE	51A	CE9248U	22:03	00:06	OVERLOOK DR SE/DUNDEE RD, WHE
[11/08/23]								
#S233121200	2U	S4	CE	51A	CE9815U	11:49	13:34	DUNDEE RD/OVERLOOK DR SE, WHE
[12/01/23]								
#S233351788	2U	S4	CE	51A	CE8567U	16:21	17:18	DUNDEE RD/OVERLOOK DR SE, WHE
[12/04/23]								
#S233381058	2U	S4	CE	51A	CE7683U	11:03	11:47	DUNDEE RD/OVERLOOK DR SE, WHE
[12/14/23]								
#S233481342	3N	S4	CE	51A	CE7683U	13:14	13:47	DUNDEE RD/OVERLOOK DR SE, WHE

Call summary for: 12/15/2023 - 03/14/2025

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[12/24/23]								
#S233580670	2U	S4	CE	51A	CE10192U	09:49	11:12	DUNDEE RD/OVERLOOK DR SE, WHE
[1/29/24]								
#S240290413	2U	S4	CE	51A	CE7683U	05:53	07:18	OVERLOOK DR SE/DUNDEE RD, WHE
[3/01/24]								
#S240611567	2U	S4	CE	51A	NE9941U	14:23	14:58	OVERLOOK DR SE/DUNDEE RD, WHE
[4/22/24]								
#S241132466	2U	S4	CE	51A	CE9066U	21:47	22:43	DUNDEE RD/OVERLOOK DR SE, WHE
[6/03/24]								
#S241550067	2U	S4	CE	51A	CE6393U	01:08	03:22	DUNDEE RD/OVERLOOK DR SE, WHE
[6/22/24]								
#S241741505	2U	S4	CE	51A	CE3747U	17:31	18:56	DUNDEE RD/OVERLOOK DR SE, WHE
[7/12/24]								
#S241942209	2U	S4	CE	51A	CE6393U	19:19	20:03	DUNDEE RD/OVERLOOK DR SE, WHE
[8/08/24]								
#S242210567	2U	S4	CE	51A	CE7683U	07:51	08:41	OVERLOOK DR SE/DUNDEE RD, WHE
[8/25/24]								
#S242380737	2U	S4	CE	51A	CE10158U	09:21	11:17	DUNDEE RD/OVERLOOK DR SE, WHE
[9/01/24]								
#S242451986	2U	S4	CE	51A	CE9993U	23:09	00:44	DUNDEE RD/OVERLOOK DR SE, WHE
#S242451990	2U	S4	CE	51A	DU9821U	23:13	23:15	DUNDEE RD/OVERLOOK DR SE, WHE
[9/03/24]								
#S242470415	2U	S4	CE	51A	CE10158U	06:01	07:26	OVERLOOK DR SE/DUNDEE RD, WHE
[10/30/24]								
#S243042188	2U	S4	CE	51A	CE10229U	18:01	20:48	DUNDEE RD/OVERLOOK DR SE, WHE
[11/07/24]								
#S243120598	3N	S4	CE	51A	CE10352U	07:14	07:59	DUNDEE RD/OVERLOOK DR SE, WHE
[12/04/24]								
#S243390677	3N	S4	CE	51A	CE10360U	07:44	08:24	OVERLOOK DR SE/DUNDEE RD,

								WHE
[12/14/24]								
#S243491705	2U	S4	CE	51A	CE6393U	19:19	04:03	DUNDEE RD/OVERLOOK DR SE, WHE
[1/24/25]								
#S250241875	2U	S4	CE	51A	8404R	16:20	17:24	DUNDEE RD/OVERLOOK DR SE, WHE
[1/28/25]								
#S250280429	2U	S4	CE	51A	CE7683U	06:48	07:38	DUNDEE RD/OVERLOOK DR SE, WHE
[2/08/25]								
#S250391648	2U	S4	CE	51A	CE6822U	17:40	18:14	DUNDEE RD/OVERLOOK DR SE, WHE
[2/18/25]								
#S250491506	2U	S4	CE	51A	CE9158U	13:06	13:53	DUNDEE RD/OVERLOOK DR SE, WHE

Call summary for: 01/01/2021 - 03/14/2025

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[12/18/23]								
#S233521516	2U	S4C	CE	51A	CE7683U	15:19	16:50	OVERLOOK DR SE/DUNDEE RD, WHE

Call summary for: 01/01/2021 - 03/14/2025

Output for:

Click on heading to change sort order.

Event IncName	Pri	Signal	District	Beat	Unit	From	To	Location
[11/15/24]								
#S243202220	2U	S4F	CE	51A	CE6393U	17:59	05:11	OVERLOOK DR SE/DUNDEE RD, WHE

DATE: March 31, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Julie Adams, Parks, and Recreation & Culture Department Director
Scott Eilers, Assistant Parks, Recreation & Culture Director

FROM: Tanisha Duncan, Recreation Supervisor III

SUBJECT: Summer Camp Bus Lease - The School Board of Polk County

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BACKGROUND

Staff proposes the City lease four school buses from the School Board of Polk County for the Parks, Recreation & Culture Department's summer youth program transportation needs. The vehicles will transport an estimated 340 children on activity trips inside and outside Polk county. Summer Camp participants will travel weekly to swimming activities and park visits.

The City can lease buses from June 2, 2025, through July 28, 2025, for $1.25 per mile driven. The cost of the buses/transportation is factored into the FY 2025 Summer Camp Budget. The City is responsible for:

- Ensuring the bus occupancy and capacity limits are followed.
- Hiring qualified Polk School Board approved drivers to operate the buses. (These individuals usually double as counselors)
- Storing and guaranteeing the safety of the vehicles.
- Providing liability insurance for the buses and furnishing the School Board with evidence of the insurance coverage.
- Fueling the buses as needed.
- Any vehicle damage while in the City's possession and use.
- Following the assigned vehicle maintenance schedule.

FINANCIAL IMPACT

During the summer of 2024, the City used three buses resulting in a cost of $708.50 for fuel and $4,516.25 for the cost of buses. The increase this summer will be in funding mileage for an additional

bus – in line with historical use. Funding for the summer transportation is within the FY 2025 Summer Camp Budget.

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 Quality of Life Strategic Pillar.

RECOMMENDATION

Staff recommends that the City Commission approve the School Bus Lease and authorize the City Manager to execute the attached Lease with the School Board of Polk County, Florida for City Summer Camp transportation. A copy of the fully executed School Bus Lease will be forwarded back to the City Manager's Office and the City Clerk's Office once it is received.

ATTACHMENTS

- The School Board of Polk County Letter 2025
- The School Board of Polk County Bus Lease 2025

POLK COUNTY
PUBLIC SCHOOLS

BOARD MEMBERS

Dr. William Allen
Board Chair
District 1

Justin Sharpless
Board Vice-Chair
District 6

Lori Cunningham
District 2

Rick Nolte
District 3

Sara Beth Wyatt
District 4

Kay Fields
District 5

Lisa Miller
District 7

C. Wesley Bridges, II
General Counsel

ADMINISTRATION

Frederick R. Heid
Superintendent

February 3, 2025

TO: 2025 Bus Lease Participants

FROM: Greg Pitts, Senior Coordinator Vehicle Services

SUBJECT: 2025 Summer Lease Program

The 2025 Summer Bus Lease Program will begin on June 2, 2025 and will conclude on July 28, 2025. The operation per mile cost for the summer 2025 program will be $1.25 per mile. If you would like to lease buses for your summer program, **you must provide us with the requested information no later than April 24, 2025.** The Polk County School District will be closed on Fridays during the summer. If there is a need for service due to bus breakdowns or maintenance issues, you will need to contact the garage managers for assistance.

Please complete the attached forms and submit the requested information to:

Greg Pitts

Support Services/Transportation

Polk County School Board

P.O. Box 391

Bartow, FL 33831

All leases must be in our office no later than April 24, 2025. The fueling of the buses is the responsibility of your organization. All buses are due for maintenance inspection every 30 days. The dates of inspection and service facility hours will be provided.

All buses must be returned to the Transportation Service Facility. The absolute deadline for returning leased buses is August 04, 2025. There can be no exceptions to this deadline.

If I may be of further assistance; please do not hesitate to contact me at

534-7300 ext 464 or by email: Greg.Pitts@polk-fl.net.

Enclosure(s)

STUDENTS FIRST

THE SCHOOL BOARD OF POLK COUNTY
BUS LEASE – 4 Buses

This Bus Lease (the "Lease") is entered into as of the Effective Date defined in Section 13, below, by and between the School Board of Polk County, Florida (the "Lessor") and the City of Winter Haven (the "Lessee").

For and in consideration of Lessee's payment to Lessor of the sum of $1.25 per mile actually travelled by each Bus (as defined, below) during the term of this Lease, together with other good and valuable consideration, and the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases to the Lessee (4) of its school buses (collectively, the "Buses," or individually, a "Bus"), together with their associated equipment, in accordance with the terms and conditions of this Lease.

1. On June 2, 2025, the Lessor shall release the Buses to the Lessee. Each Bus shall have a seating capacity of no less than sixty-five occupants. The Lessee shall use the Buses to transport its staff, volunteers, instructors, counselors, children and others who participate in the Lessor's 2025 Summer Recreation Program (the "Program") to and from Program activities, field trips, and associated events. When utilizing the Buses, the Lessee will not permit a vehicle's occupancy to exceed its seating capacity at any time.
2. The Lessee shall provide a qualified driver for each Bus who shall be subject to approval of the Lessor's Assistant Superintendent for Support Services, or a member of the Lessor's Staff.
3. The Lessee shall keep and maintain the Buses in good, clean condition. During the Lease term the Lessee shall be responsible for the cost of fueling, washing, and storing the Buses. The Lessee shall store the vehicle(s) each night at such a place and in such a manner that promotes the safety of the vehicle(s).
4. The Lessee shall maintain liability insurance for the said vehicle(s) and shall furnish to the Lessor evidence of said insurance coverage. To the extent permitted by law and without waiving its sovereign immunity, and subject to all provisions of Section 768.28 of the Florida Statutes, the Lessee shall be responsible for (i) monetary damages for bodily injury or death to any person, and (ii) monetary damages for the injury or loss of personal property, that are related to the Lessee's use of the Buses provided under this Bus Lease and caused by the negligent or wrongful act or omission of an employee of the Lessee who is acting within the scope of the employee's office or employment. Nothing herein is intended to act as a waiver of the Lessee's sovereign immunity, the Lessor's sovereign immunity, or to alter the limits of each party's respective liability regardless of whether any such obligations are based in tort, contract, statutes, strict liability, and negligence, product liability or otherwise as set forth in Section 768.28, Florida Statutes (2013).
5. The Lessee will be responsible for all damages to the Buses that may occur while the Buses are in the Lessee's possession, ordinary wear excepted. The Lessee shall immediately notify the Lessor of any damage that occurs to a Bus. The Lessor will determine the appropriate repairs necessary to correct the damage and the cost of those repairs or, if a Bus is so damaged it must be replaced, the value of the damaged vehicle immediately prior to the date the damage was incurred. Lessee shall pay Lessor the reasonable costs necessary to repair any damaged Bus which the Lessee is responsible pursuant to this paragraph, or, if a damaged Bus must be replaced, the value of that Bus immediately prior to the date the damage was incurred.

6. Except as stated in Paragraph 5, above, during the Lease term the Lessor shall at its cost and expense maintain and repair the Buses in accordance with the Lessor's standard maintenance procedures. The Lessor reserves the right to inspect each Bus from time to time during the Lease term to confirm the maintenance condition of the Buses. The Lessor shall provide the Lessee reasonable advance notice of all such maintenance inspections. If during the Lease term a Bus requires repair or a maintenance service, then the Lessor shall provide the Lessee an equivalent replacement Bus for its use.

7. The term of this Lease shall commence on June 2, 2025 and shall continue thereafter through August 4, 2025.

8. At the expiration of the Lease term, the Lessee shall deliver the Buses to the Lessor in the same condition as received, ordinary wear excepted. Lessee and Lessor, or their agents, shall inspect the returned Buses and provide a jointly signed report on the condition of the same. Additionally, when delivering the Buses, the parties will confirm the total number of miles (the "Mileage") the Lessee has driven the Buses during the Lease term.

9. On or before September 19, 2025, the Lessor will deliver an invoice to the Lessee stating the Mileage and a Lease fee calculated by multiplying the Mileage by $1.25. The Lessee shall pay the Lessor the Lease fee within thirty (30) days after the date the Lessee receives the invoice.

10. If a party materially defaults in its obligations under this Lease and such default continues uncured or settled for more than thirty (30) days after the date the party receives written notice of the material default from the other party, then the party not in default shall have the right to (i) terminate this Lease by delivering written notice to the defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Lease.

11. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER 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 BY THE OTHER PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

12. In connection with any dispute or any litigation arising out of, or relating to this Lease, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate proceedings.

13. The Effective Date of this Lease shall be the date that the later of the two parties executes the Agreement as evidenced in the signature block, below. The last party to execute the Lease will immediately provide the other notice of execution and shall deliver a fully executed counterpart of the Lease to the other party.

14. This Lease constitutes the entire agreement between the parties relating to the subject matter hereof. This Lease may not be modified or amended except in a writing signed by both parties. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

15. Public Records/Contracts for Services as defined in F.S. 119.0701This is a contract for services as defined in F.S. 119.0701. Accordingly, the contractor must comply with public records laws, specifically, the contractor must:

    a. Keep and maintain public records required by the public agency to perform the service.
    b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

16. Public records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with Polk County Public Schools. Contractor's records may include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during the contract term.

17. Records must be created and maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS OFFICE AT:

POLK COUNTY PUBLIC SCHOOLS
PO BOX 391
BARTOW, FL 33831-0391
TELEPHONE: 863-534-0522
otrs.publicrecords@polk-fl.net

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

THE REMAINDER OF THIS PAGE IS INTENTIONALY LEFT BLANK;
THE LEASE CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the date first set forth above.

Lessor:

The School Board of Polk County, Florida

By: _____
Superintendent of Schools

Date: _____

Lessee:

ATTEST:

City of Winter Haven,

By: _____

By: _____

Date: _____

DATE: March 20, 2025

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

BACKGROUND

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

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

Event:	Florida City & County Management Assoc. (FCCMA) Annual Conference
Dates:	May 28-31, 2025
Location:	Orlando, FL
Attendees:	City Manager Stavres, Deputy City Manager Carnevale, Public Affairs & Communication Director Hill.

FINANCIAL IMPACT

Registration, hotel and other travel related expenses associated with the travel and training outlined above will be accounted for within the City Managers and Public Affairs & Communication cost centers.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

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

ATTACHMENT

- 2025 FCCMA Conference Information

REGISTER NOW!!

Florida City and County Management Association

2025 ANNUAL CONFERENCE

May 28-31, 2025
Rosen Shingle Creek

Keynote Speakers Include:



Kyle Scheele
Motivational Author and "Patron Saint of Crazy Ideas"



Mark T. Zeigler
Senior Lecturer, Florida State University

+

Journeys Session featuring FCCMA's Past Presidents

Be sure to check ***fccma.org*** for conference schedule updates as they become available.

REGISTER NOW!!

Pre-Conference Sessions

- So You're Going to be a City/County Manager (Emerging Leaders)
- Ethics Session*

Session Topics Include:**

- AI in Your Toolbox
- Aligning with Florida Cybersecurity Law
- Bridging Gaps to Care
- Cities and Counties Working Together to Provide Efficient Transportation Systems
- How to Bounce Back from a Termination
- Mastering the Media
- Performance Evaluations and Manager Contracts
- Mastering Personal Strategic Planning
- Shaping Culture with Process Improvement and Innovation Training
- Strategic Planning Reimagined
- Student Research Spotlight

*Additional registration fee required.
**Final topics may be subject to change.

Registration is Open Now! Early Bird Deadline is May 9

Cost

Members	$550
Additional Registrant from Same Government	$520
Nonmember Government	$760
Corporate	$1800
Student/Retired	$85
One-Day Registration (Government Only)	$325
So You're Going to be a City/County Manager*	FREE
Ethics Session*	$75
Adult Guest	$150
Child Guest	$75

***Pre-registration required.**

Housing Information

The **Rosen Shingle Creek** will serve as the conference hotel. It is located at 9939 Universal Boulevard in Orlando. FCCMA has secured the special rate of **$199** per night, single or double. Self-parking is discounted to **$12** per day. The cut-off date for reservations is **April 25, 2025**.

NOTE: The hotel will not accept any reservations at this time. You will receive complete housing instructions with your paid registration confirmation.

Questions?

Please contact Carol Russell at ***crussell@flcities.com*** or 850.701.3607.

FCCMA 2025 ANNUAL CONFERENCE

DATE: March 24, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: ITB-25-16 Bio-Solids Hauling Contract – Award to Republic Services of Florida, Limited Partnership (Lakeland, FL)

BACKGROUND

Wastewater Treatment Plants #2 and #3 produce approximately 16,500 wet tons of bio-solids annually. These bio-solids are required to be disposed of in a Class I landfill. A contract between the City and Republic Services of Florida, Limited Partnership (Lakeland, FL) for the transport of bio-solids to Cedar Trails Landfill concluded on March 31, 2025, and has since been extended by a period of three months. On January 17, 2025, an Invitation to Bid (ITB-25-10) was issued for a two-year contract for bio-solids disposal. The two bids received February 20, 2025 did not meet the criteria, therefore a rebid of ITB 25-16 was advertised February 24, 2025 resulting in three bids received March 12, 2025. Republic Services of Florida, Limited Partnership (Lakeland, FL) was the lowest responsive bidder at $1,175,955 per year based upon $300 per dumpster pull and $51.27 per ton disposal fee. ITB 25-16 allows a contract term of two years, with two (2), two (2) year extensions at the same terms and conditions, upon mutual consent of both parties.

A Recommendation of Award was posted March 14, 2025 with no protest received in response.

The bid also included $57,371 for four lined, new bio-solids dumpsters, to be purchased by the city. These replacements, budgeted for Fiscal Year 2026, are needed due to the current dumpsters nearing the end of their useful life.

FINANCIAL IMPACT

Staff estimates approximately 16,500 tons of bio-solids will be disposed of annually at a cost of $1,175,955 per year. Staff budgeted $210,000 (402-08-304-3404) and $550,000 (402-08-316-3404) for the hauling and disposal in Fiscal Year 2024/2025. With the increase in cost, staff will budget according to the submitted costs in Fiscal Year 2025/2026.

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 Environmental Stewardship Strategic Pillar.

RECOMMENDATION

Staff recommends City Commission approve awarding ITB-25-16 to Republic Services of Florida, Limited Partnership (Lakeland, FL) for $1,175,955 annually for the contract term and $57,371 for purchase of four dumpsters and authorize the City Manager or his designee to execute related documents and take any further actions necessary and incidental thereto.

ATTACHMENTS

- ITB-25-16 Recommendation of Award
- ITB-25-16 Bid Tab Sheet
- ITB-25-16 Republic Services' bid response

City of Winter Haven
Financial Services

MARCH 14, 2025

To: All firms submitting proposals

Subject: Recommendation of Award

Attention proposing firms:

City of Winter Haven staff has recommended the award of ITB-25-16 "Re-Bid: Two Year Contract – Hauling Bio-solids" to Republic Services of Florida, Limited Partnership, as lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, I can be reached via email at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

Procurement/Financial Services
500 Third Street
Winter Haven, FL 33881

ITB-25-16
March 12, 2025
City of Winter Haven
Tabulation of Bids

Two Year Contract - Hauling Bio-Solids

Description	**Bidder No 1** Republic Services of Florida, Limited Partnership Lakeland, FL	**Bidder No 2** Appalachian Material Service Bartow, FL	**Bidder No 3** Haws Delivery LLC Boise, ID
Hauling Bio-Solids			
Total Proposed Project Cost	**Total Cost** $1,175,955	**Total Cost** $1,353,835	**Total Cost** $2,048,200

Prepared by: BethanyOwen Date: March 14, 2025

Re-Bid: Two Year Contract - Hauling Bio-solids
Proposal and Bid Form
ITB-25-16

Bidder Name: Republic Services of Florida, Limited Partnership_

Proposed Waste Management Facility: Cedar Trail Landfill, 2500 SR 60, Bartow, FL 33830

Item	Description	Est. Usage Per Year	Unit Cost	Item Total
A	Unit price per load picked up from the City of Winter Haven's WWTP #2 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	260	$300	78,000
B	Unit price per load picked up from the City of Winter Haven's WWTP #3 and delivered to permitted Solid Waste Management Facility. Do not include disposal fee.	840	$300	252,000
C	Unit price per ton for disposal of biosolids at a permitted Solid Waste Management Facility (Disposal Fee).	16500	$51.27	845,955
	Total:			1,175,955
D - Alt 1	**Rental** of *20 Yard Lined Dumpster(s) meeting specifications as outlined herein	4	$2,500.00	10,000
D - Alt 2	**Purchase** of *20 Yard Lined Dumpster(s) meeting specifications as outlined herein	4	$14,342.87	57,371

*prices submitted by Republic Services are based on the purchase/rental of 20 Yard Lined Dumspters and the rental fees are a per month fee.

DATE: March 26, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Lake Howard Gravity Main Final Change Order

BACKGROUND

On July 5, 2023, Cathcart Construction Co. entered an agreement based on ITB-23-28 to replace an asbestos cement force main on Lake Howard Dr. NW and increase the size of the gravity main on Lake Howard Dr. SE in the amount of $2,850,250.00.

Through the course of construction, four (4) change orders have been submitted for processing:

- Change Order #1: Deduct for directional drilling in lieu of open cut force main installation ($17,613.37).
- Change Order #2: Upsizing of force main from 6 inch to 8 inch $120,905.40.
- Change Order #3: Final quantity overruns and underrun adjustments $346,030.00.
- Change Order #4: Additional milling and resurfacing of the asphalt roadway $27,360.00.

The project has reached substantial completion and final completion is pending approval of the change orders that have been reviewed by City staff and the engineer of record.

FINANCIAL IMPACT

The total cost for the four change orders is $476,682.03. A line item transfer from Account 402-08-330-4605 to account 402-08-323-4605 is recommended to process the change orders and close out the project.

STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure

- Goal: 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- Strategy: 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

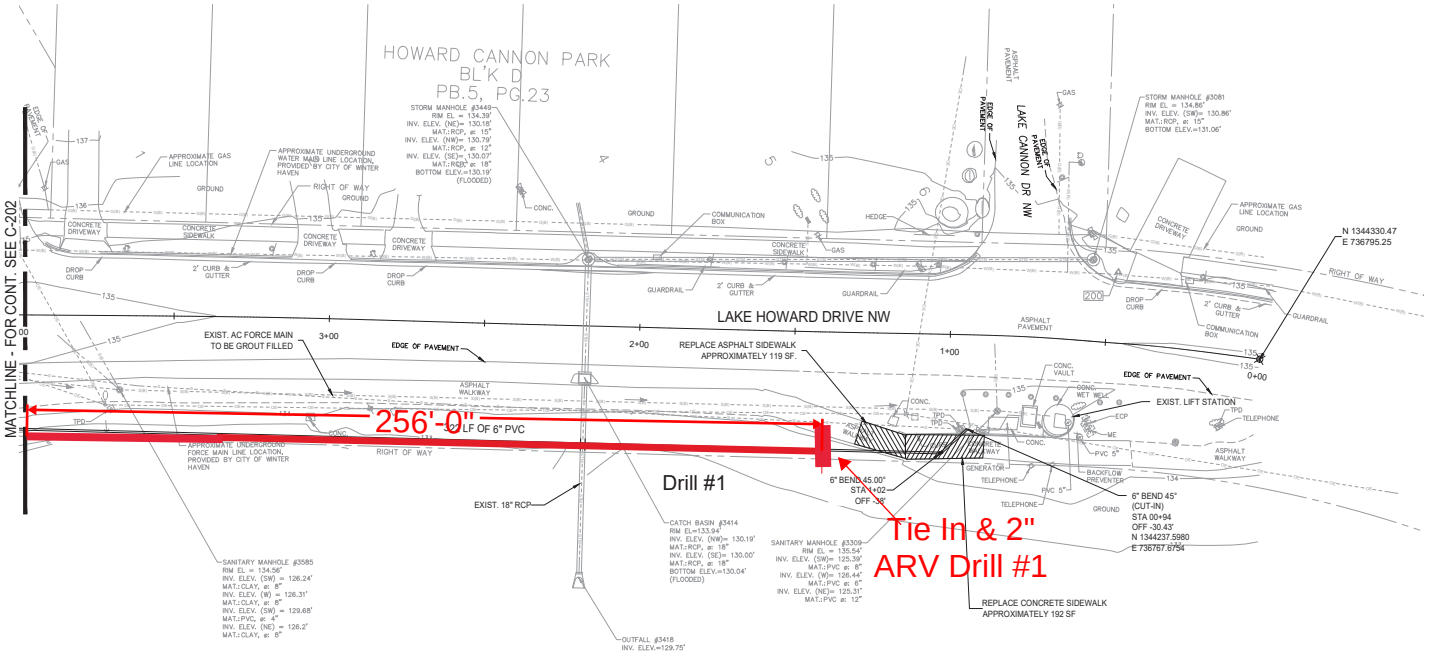
RECOMMENDATION

Staff recommends the approval of the budget line item transfer for processing the four change orders and retainage for a total of $476,682.03.

ATTACHMENTS

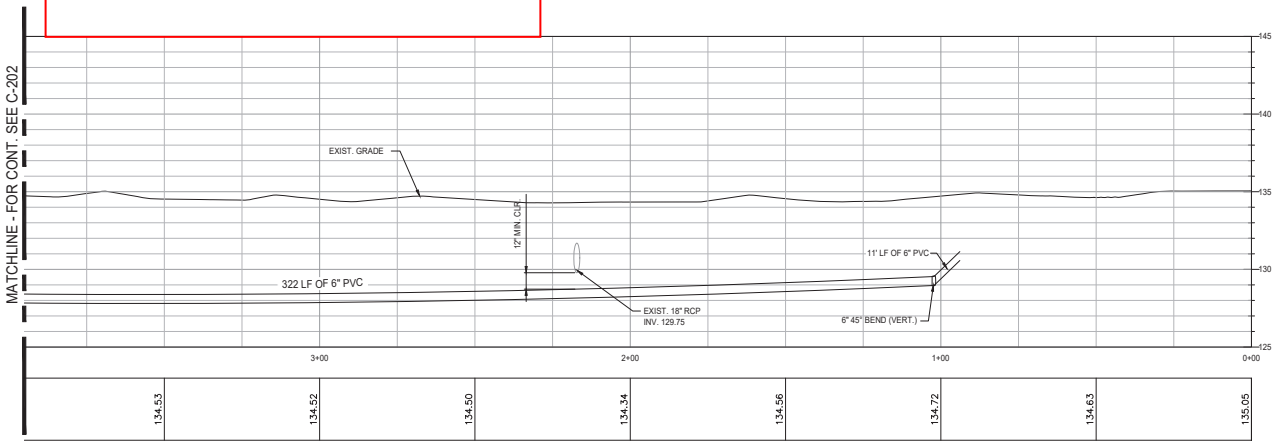
- Change Order #1 Force Main Direction Drill
- Change Order #2 Force Main Upsizing
- Change Order #3 Final Quantity Over & Underrun
- Change Order #4 Mill & Resurfacing
- Change Order Authorization Form

Name:	***2023-323R-001 - Lake Howard Gravity Sewer & FM Replacement***				
Owner:	City of Winter Haven				
Engineer:	Atkins				
Description:	COR #01 Force Main Directional Drill in response to RFI #09				
ITEM NO.	***DESCRIPTION***	***Unit***	***Quant.***	***Bid Unit***	***Bid Amount***
19	Furnish and Install 6" PVC Force Main	LF	-2260	$ 138.00	$ (311,880.00)
23	Concrete Driveway Restoration	SY	-160	$ 145.00	$ (23,200.00)
24	Asphalt Driveway Restoration	SY	-35	$ 250.00	$ (8,750.00)
26	Full Road Base Replacement	SY	-285	$ 175.00	$ (49,875.00)
27	Asphalt Pavement Removal and Replacement	SY	-285	$ 30.00	$ (8,550.00)
30	8" HDPE Directional Drill with Intermediate Connections	LS	1	$ 384,641.63	$ 384,641.63
			Totals		**$ (17,613.37)**



Depth of drills to match proposed profile depth as close as possible; unless if there's an existing utility crossing, the drill will go below.

LAKE HOWARD DR NW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



CLIENT: CITY OF WINTER HAVEN FLORIDA
PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT
SHEET TITLE: AC FORCE MAIN REPLACEMENT PLAN & PROFILE

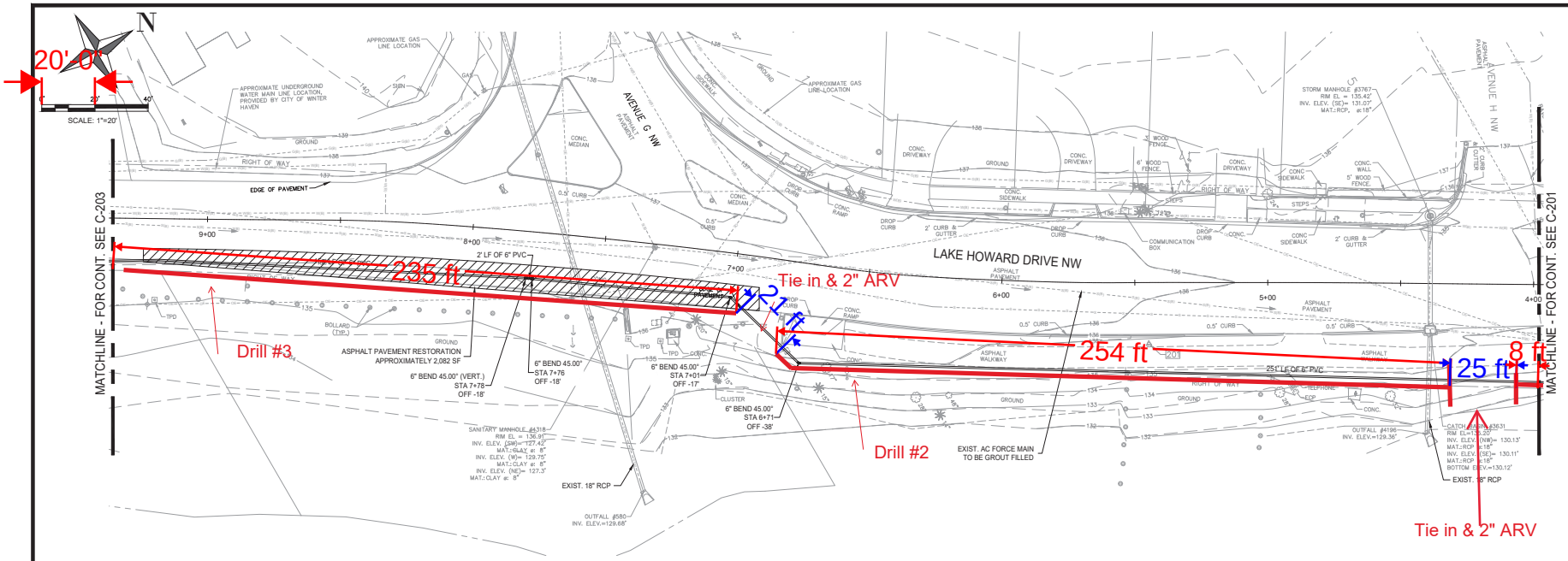
ATKINS

JOB NO.:	100074182
PROJECT ENG:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-201
REV.	

CHAD A. SETZER P.E. FLORIDA REG. NO. 64396

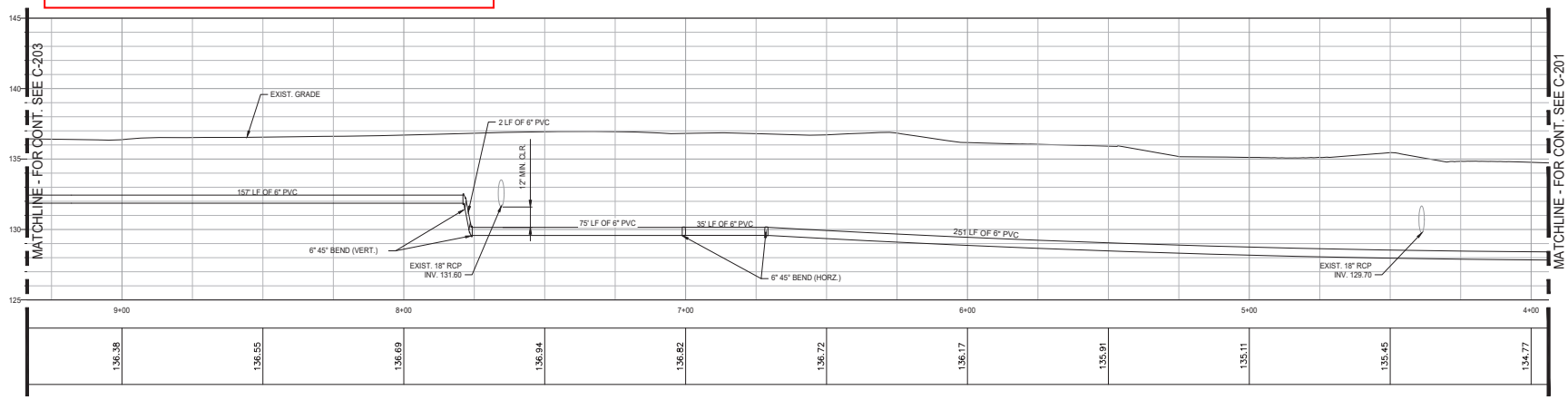
811 Know what's below. Call before you dig.

PLOT DATE: Nov 16, 2022 - 9:18pm
FILE NAME: W:\WORK\100074182 - Lake Howard\100074182 - AC FM Replacement\S_Plan\DESIGN\DRC\C201 PLAN AND PROFILE.dwg



Depth of drills to match proposed profile depth as close as possible; unless if there's an existing utility crossing, the drill will go below.

LAKE HOWARD DR NW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



CHAD A. SETZER P.E. FLORIDA REG. NO. 64366

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CITY OF WINTER HAVEN FLORIDA

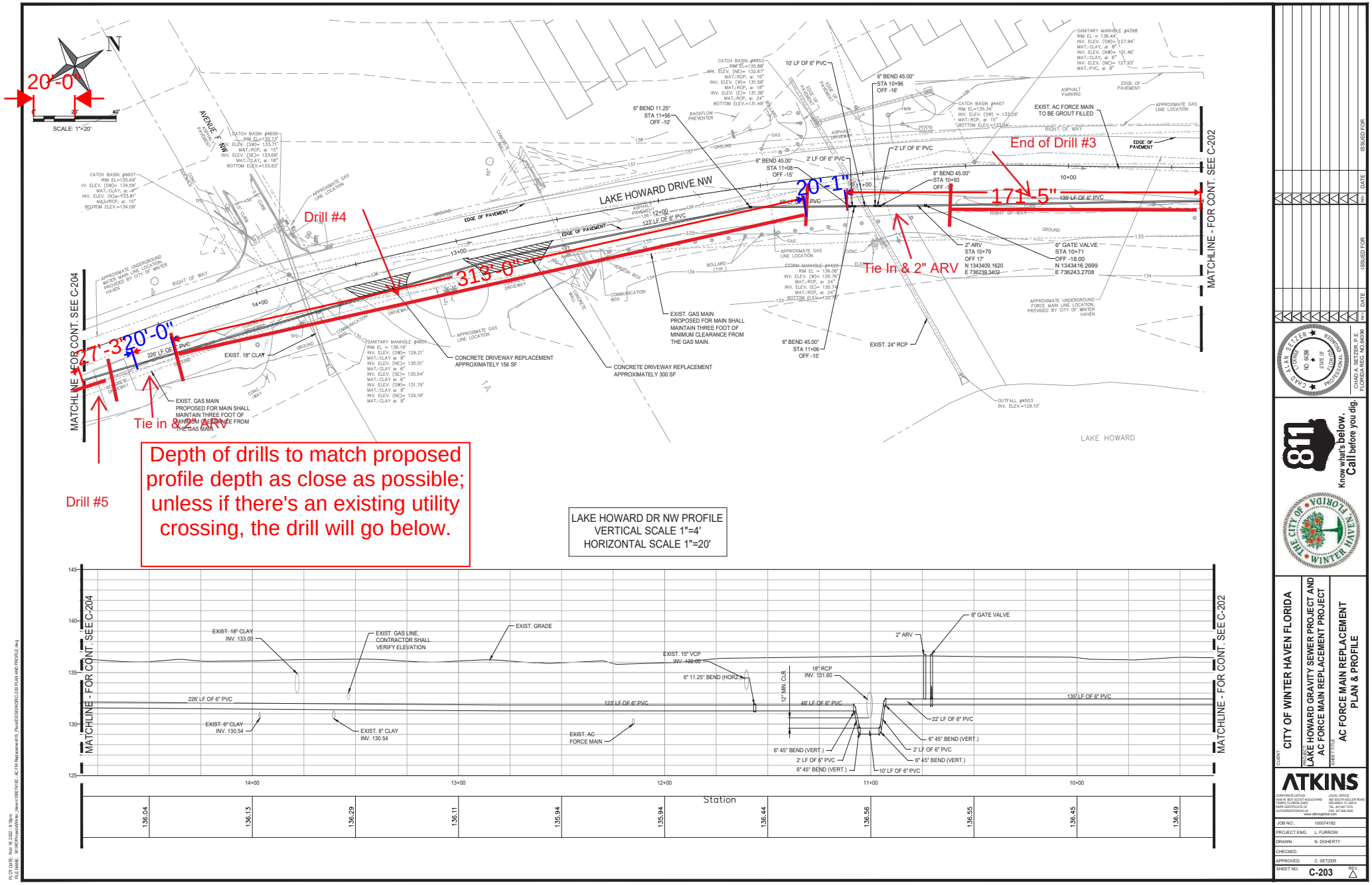
LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

AC FORCE MAIN REPLACEMENT PLAN & PROFILE

ATKINS

JOB NO.:	100074182
PROJECT ENG.:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-202

PLOT DATE: Nov 16, 2022 - 9:18pm
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CHAD A. SETZER P.E. FLORIDA REG. NO. 64396

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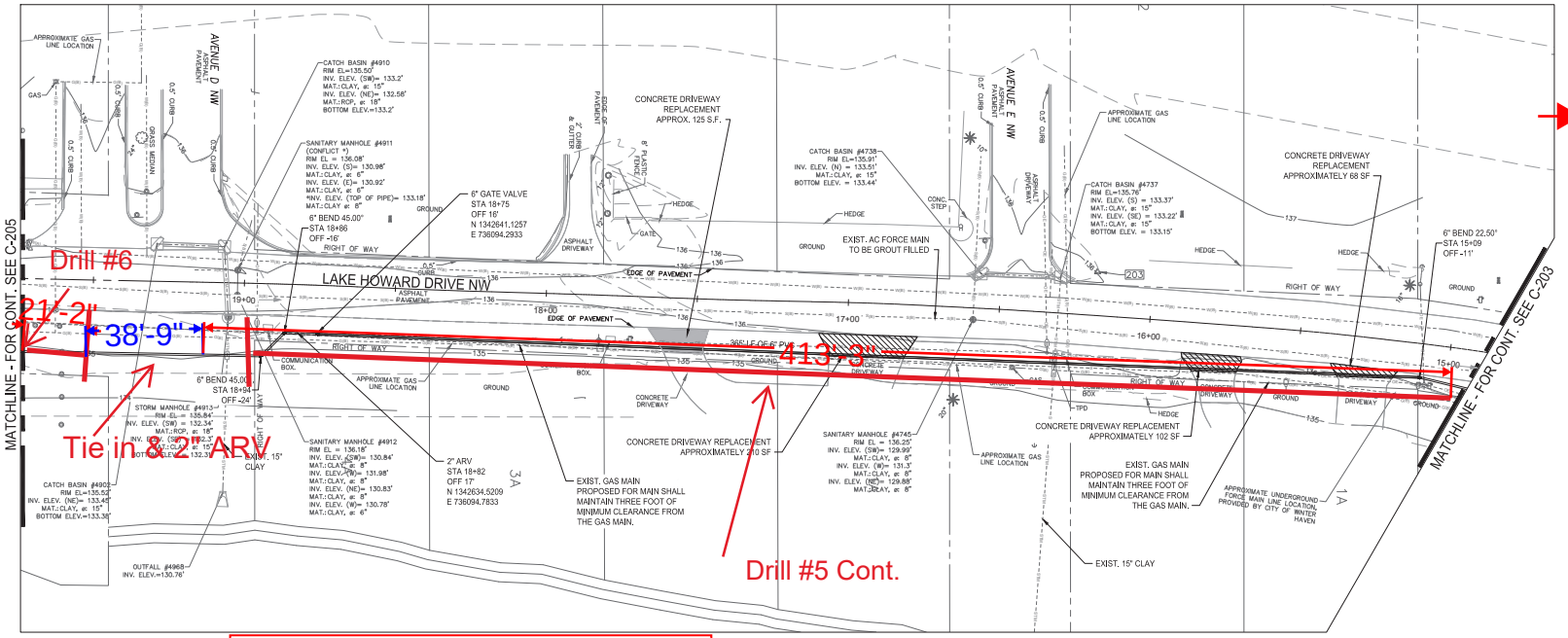
LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

AC FORCE MAIN REPLACEMENT PLAN & PROFILE

ATKINS

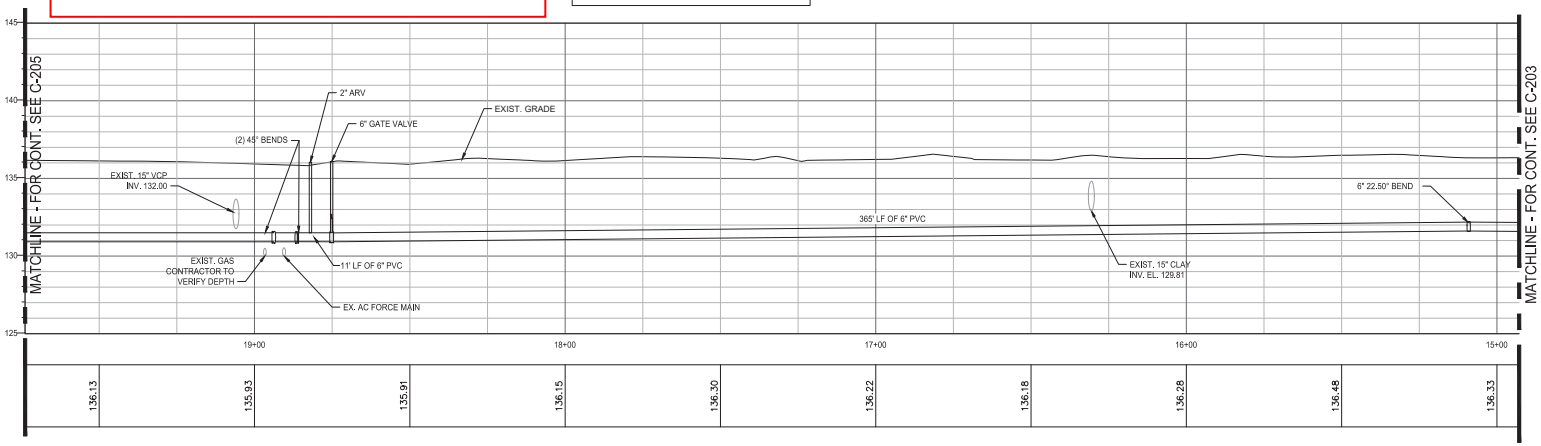
JOB NO.:	10007182
PROJECT ENG.:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-203

PLOT DATE: Nov 16, 2022 - 9:18pm
FILE NAME: W:\0007\10007182 - Lake Howard\100718182 - AC FM Replacement\5. Plans\DESIGN\DRC\C203 PLAN AND PROFILE.dwg



Depth of drills to match proposed profile depth as close as possible; unless if there's an existing utility crossing, the drill will go below.

LAKE HOWARD DR NW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



CITY OF WINTER HAVEN FLORIDA

LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

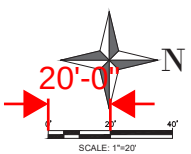
AC FORCE MAIN REPLACEMENT PLAN & PROFILE

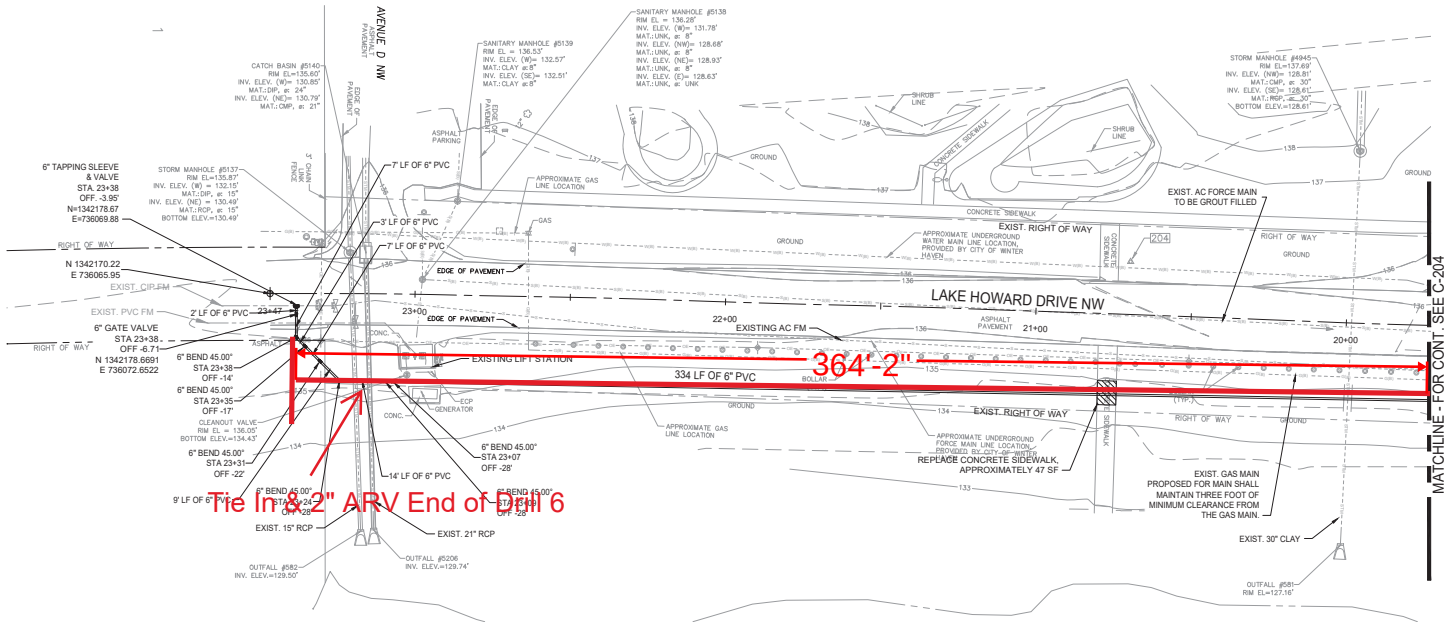
ATKINS

JOB NO.: 100074182
PROJECT ENG.: L. FURROW
DRAWN: N. DOHERTY
CHECKED:
APPROVED: C. SETZER
SHEET NO. C-204

CHAD A. SETZER, P.E. FLORIDA REG. NO. 64366

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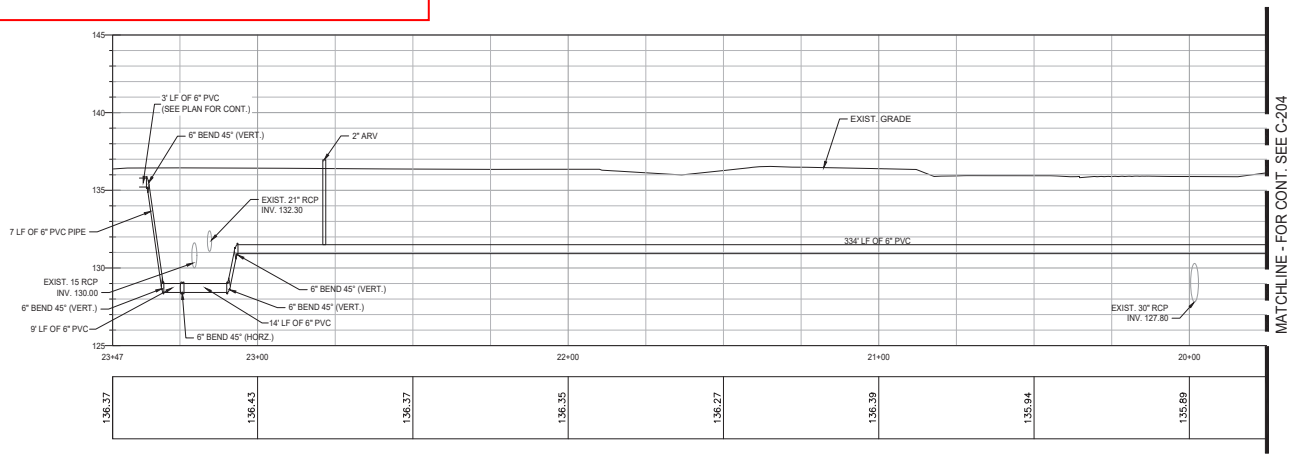




Tie In 2" ARV End of Fill 6

Depth of drills to match proposed profile depth as close as possible; unless if there's an existing utility crossing, the drill will go below.

LAKE HOWARD DR NW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



ISSUED FOR | DATE | REV

CHAD A. SETZER P.E. FLORIDA REG. NO. 64396

Know what's below. Call before you dig.

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: AC FORCE MAIN REPLACEMENT PLAN & PROFILE

ATKINS

JOB NO.:	100074182
PROJECT ENG:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-205
REV.	

PLOT DATE: Nov 16, 2022 - 9:18pm
FILE NAME: W:\0074182\Design\Civil\Lake Howard\100074182 - AC FM Replacement\05_Plan\DESIGN\DRC-C205 PLAN AND PROFILE.dwg

Cathcart Construction Company - Florida, LLC
A Safety Company That Builds Infrastructure Projects
1056 Willa Springs Drive, Winter Springs, Florida 32708

REQUEST FOR INFORMATION

To: **Atkins North America**
Chad Setzer, P.E.
Engineer of Record
482 S. Keller Road, Suite 300
Orlando, FL 32810

RFI No.: 09
Date: 10/17/2023
Sheet: 1 **Of** 1

Project: Lake Howard AC Force Main Replacement **IFB. #**

Date Information Required: 10/24/2023

Reference: **Bid Plan Set:** Sheet C-201 & C-202 **Specification:**
Shop Drawings: **Other:**

Subject: **Directional Drill Force Main STA. 1+00 to 7+50**

Contractor is requesting Owner's and EOR's review and approval to directional drill the section of 6" force main PVC pipe from STA. 1+00 to 7+50 with 8" HDPE pipe. The directional drill method is being proposed to save multiple mature trees, avoid multiple pole holds, and avoid conflicts with existing underground utilities. The Contractor is proposing to only have the cost of the material change covered by the Owner; ROM $10,000.00.

Response:

In lieu of replacing the PVC pipe from Station 1+00 to Station 7+50 HDPE, please perform a directional drill for the entire length of force main to be replaced. The pipe size shall be 8-inch HDPE. Please submit a shop drawing for review. A change order will be prepared to reconcile the additions and reductions this change to a direcetional drill will create.

Chad A. Setzer, PE 10-18-2023

A/E Signature:

Name:	***2023-323R-001 - Lake Howard Gravity Sewer & FM Replacement***				3/25/2024
Owner:	City of Winter Haven				
Engineer:	Atkins				
Description:	COR #02 Force Main Upsizing 6" to 8"				
ITEM NO.	***DESCRIPTION***	***Unit***	***Quant.***	***Bid Unit***	***Bid Amount***
COR #02	Force Main Upsizing 6" to 8"	LS	1	$ 120,905.40	$ 120,905.40
			Totals		**$ 120,905.40**
			Additional Contract Days		**29**
Proposal includes:	Work performed and temporary roadway restoration on March 12, 2024. Additional MOT (including lane closure with flagging operation) and dewatering, the removal and disposal of the 6" force main materials, installation of the new 8" force main materials (provided by the Owner), and pressure testing.				

Name: 2023-323R-001 Lake Howard Gravity Sewer Improvements and AC Force Main Replacement Date: 6/13/2024

Owner: City of Winter Haven

Engineer: Atkins

Description: COR #03: Final Quantity Overruns & Underruns

Item Specification Section No.	Description	Unit	Quantity	Unit Price	Amount
5	F&I Sanitary Sewer Lateral	EA	2	$ 3,500.00	$ 7,000.00
7	Remove Existing Sanitary Manholes	EA	-2	$ 7,500.00	$ (15,000.00)
8	Remove Existing 15" PVC Gravity Pipe	LF	-2100	$ 75.00	$ (157,500.00)
9	Place Existing 15' PVC Gravity Pipe Out of Service	LF	2100	$ 35.00	$ 73,500.00
10	Full Road Base Restoration	SY	2058.00	$ 175.00	$ 360,150.00
11	Asphalt Pavement Removal and Replacement	SF	-9682.00	$ 5.00	$ (48,410.00)
12	Concrete Curb Removal and Replacement	LF	1175.00	$ 75.00	$ 88,125.00
13	Concrete Driveway Restoration	SY	81.00	$ 145.00	$ 11,745.00
14	Asphalt Driveway Restoration	SY	-6.00	$ 250.00	$ (1,500.00)
21	Furnish and Install 2" Air Release Valve	EA	2	$ 12,400.00	$ 24,800.00
25	Concrete Sidewalk Restoration	SF	260.00	$ 12.00	$ 3,120.00
	Totals				**$ 346,030.00**

Notes: *see attached plan take-offs

Item #	
5	(2) additional sanitary services installed.
7	Actual quantity removed 3 out of 5.
8	Gravity pipe was grouted in lieu of removal. RFI #12.
9	Gravity pipe was grouted in lieu of removal. RFI #12.
10	Actual quantity of roadway base restored.
11	Actual quantity of pavement restored.
12	Actual quantity of curb removed and replaced.
13	Actual quantity of concrete driveways restored.
14	Actual quantity of asphalt driveways restored.
21	(2) additional ARVs installed due to directional drills.
25	Actualy quantity of concrete sidewalk restored.

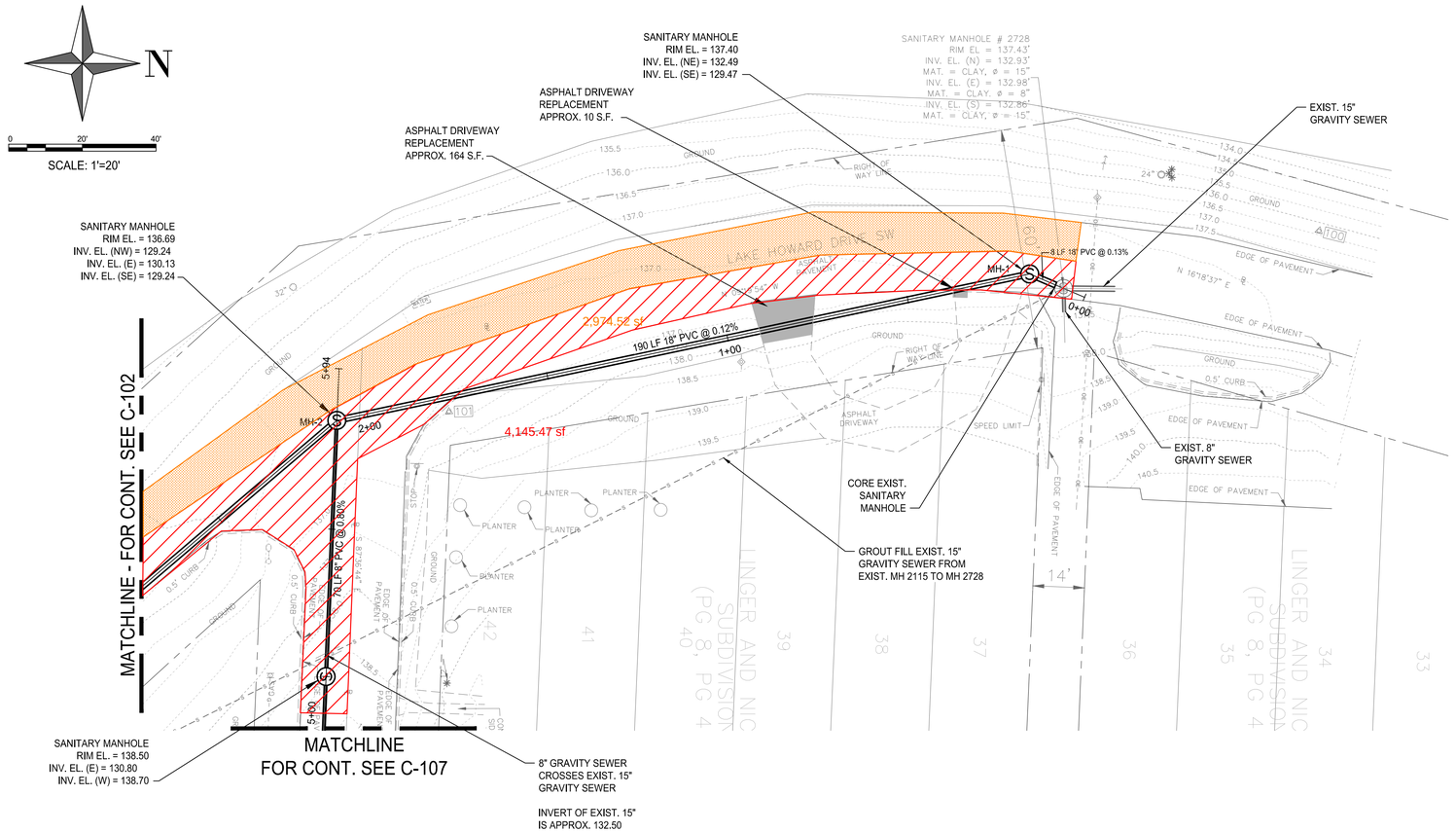
Name: 2023-323R-001 Lake Howard Gravity Sewer Improvements and AC Force Main Replacement Date: 6/13/2024

Owner: City of Winter Haven

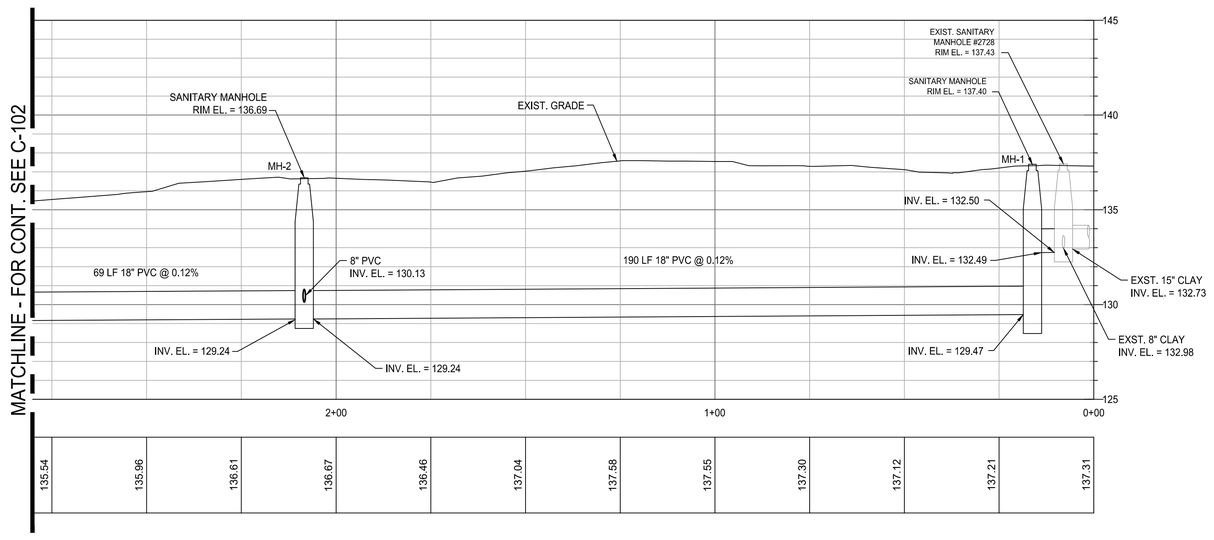
Engineer: Atkins

Description: COR #03: Take-off Final Quantity Overruns & Underruns

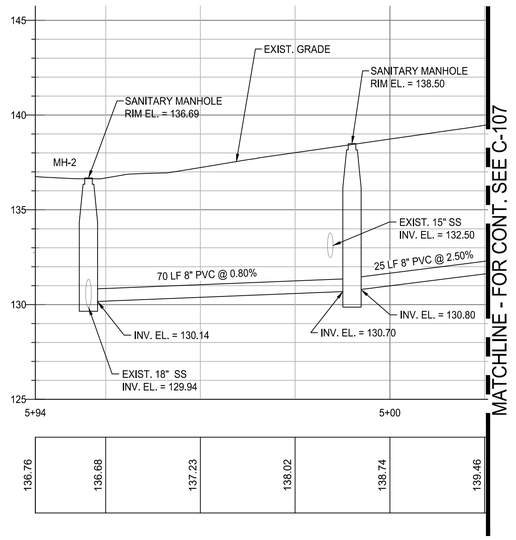
	10	11	12	13	14	25
	Base Restoration	**Asphalt Pavement Removal and Replacement**	**Curb**	**Concrete Driveways**	**Asphalt Driveway**	**Sidewalk**
Sheet	**SY**	**SF**	**LF**	**SY**	**SY**	**SF**
CP-101	791	7119	75.00	55.50	34.00	
CP-102	1124	10117	158.00	19.00		
CP-103	578	5199	141.00	12.77		
CP-104	570	5131	510.00	13.70		
CP-105	823	7405				
CP-106	679	6114	36.00			
CP-107	693	6233	400.00			
C-201			35.00			280.00
TOTAL	5258.00	47318.00	1355.00	100.97	34.00	280.00
SOV	3200.00	57000.00	180.00	20.00	40.00	20.00
+/-	**2058.00**	**-9682.00**	**1175.00**	**81.0**	**-6.00**	**260.00**



LAKE HOWARD DR PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



BATES AVE PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



PLOT DATE: Feb 16, 2023 - 1:48pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC100_C107 Plans.dwg

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

CHAD A. SETZER P.E.
FLORIDA REG. NO.64396

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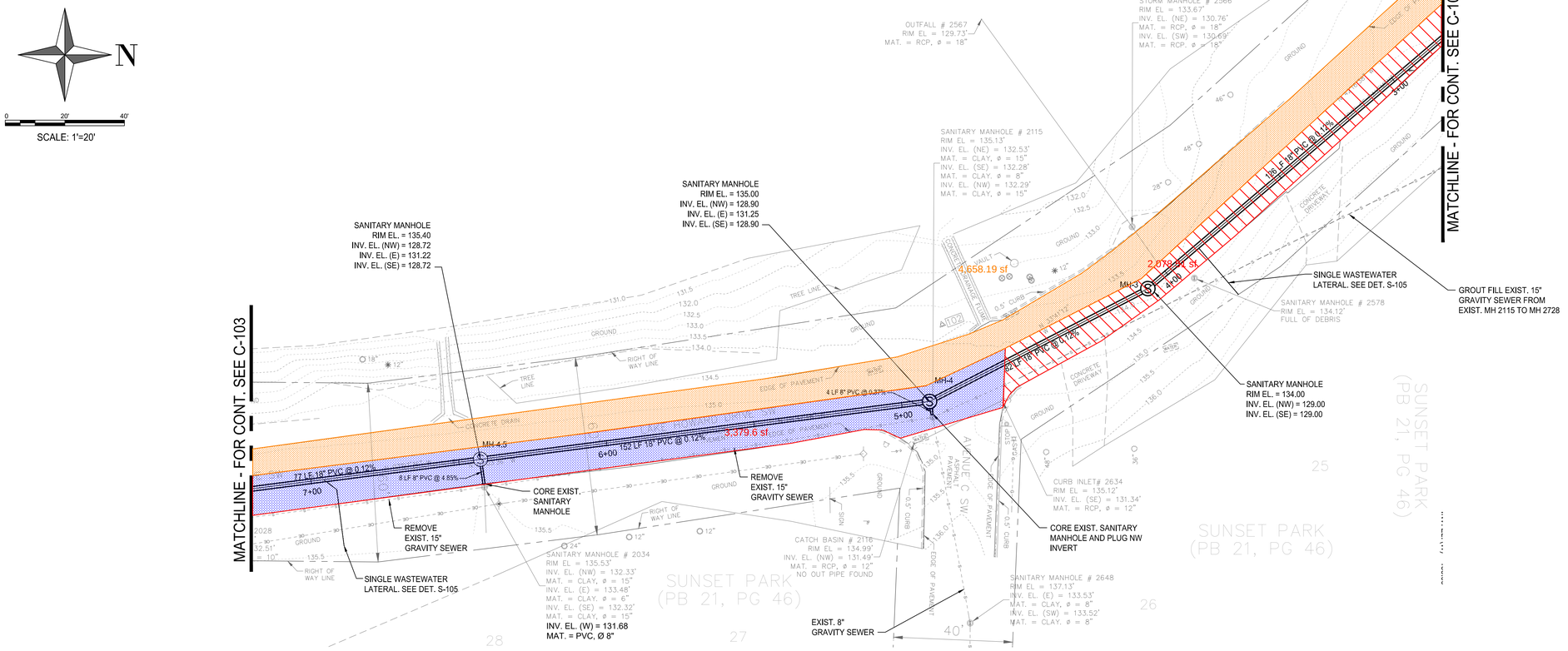
CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF
AUTHORIZATION NO.24
LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-101
REV.	△



REV	DATE	ISSUED FOR

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FLORIDA REG. NO. 64396

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CLIENT: CITY OF WINTER HAVEN FLORIDA

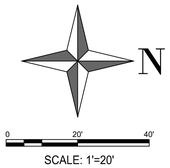
PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

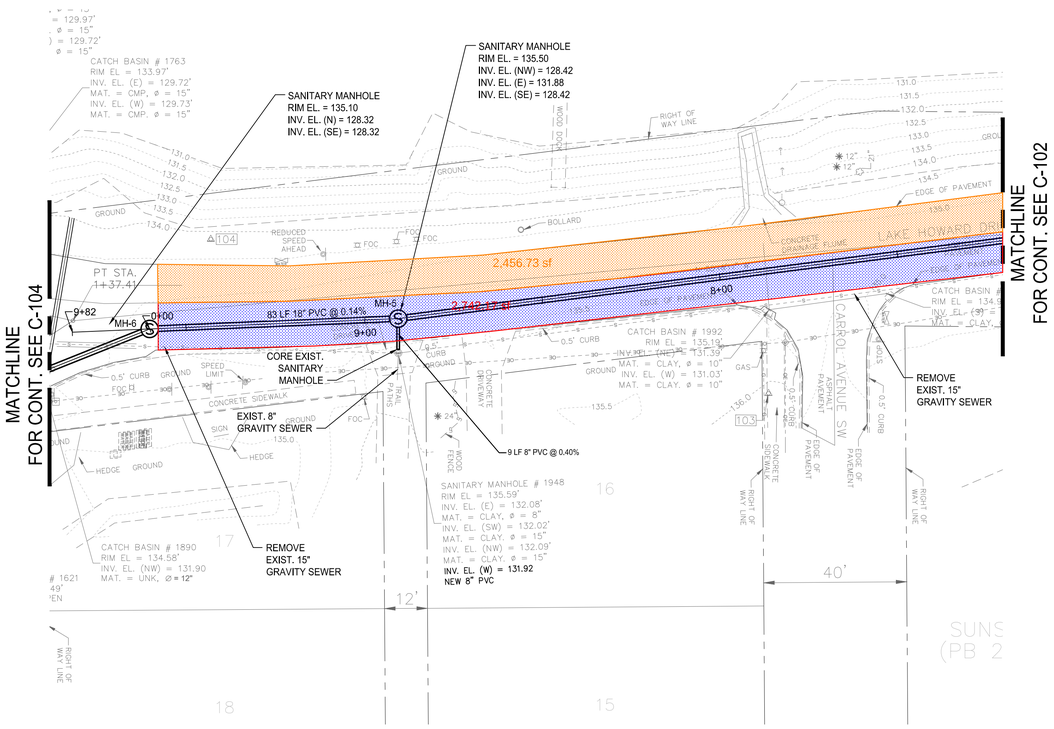
ATKINS
CORPORATE OFFICE: 4030 W. BOY SCOUT BOULEVARD TAMPA, FLORIDA 33607 FBPR CERTIFICATE OF AUTHORIZATION NO.24
LOCAL OFFICE: 482 SOUTH KELLER ROAD ORLANDO, FL 32810 TEL 407.647.7275 FAX 407.806.4500 www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-102
REV.	△

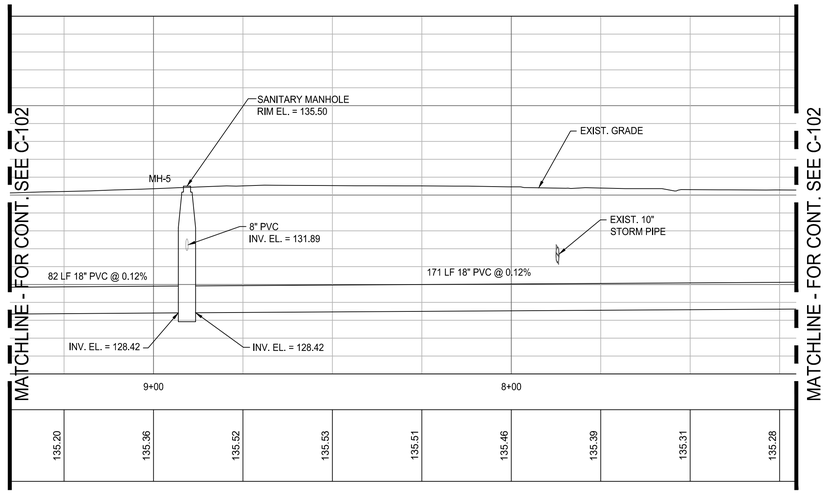
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SCALE: 1"=20'



LAKE HOWARD DR PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



CHAD A. SETZER, P.E.
FLORIDA REG NO 64396

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CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

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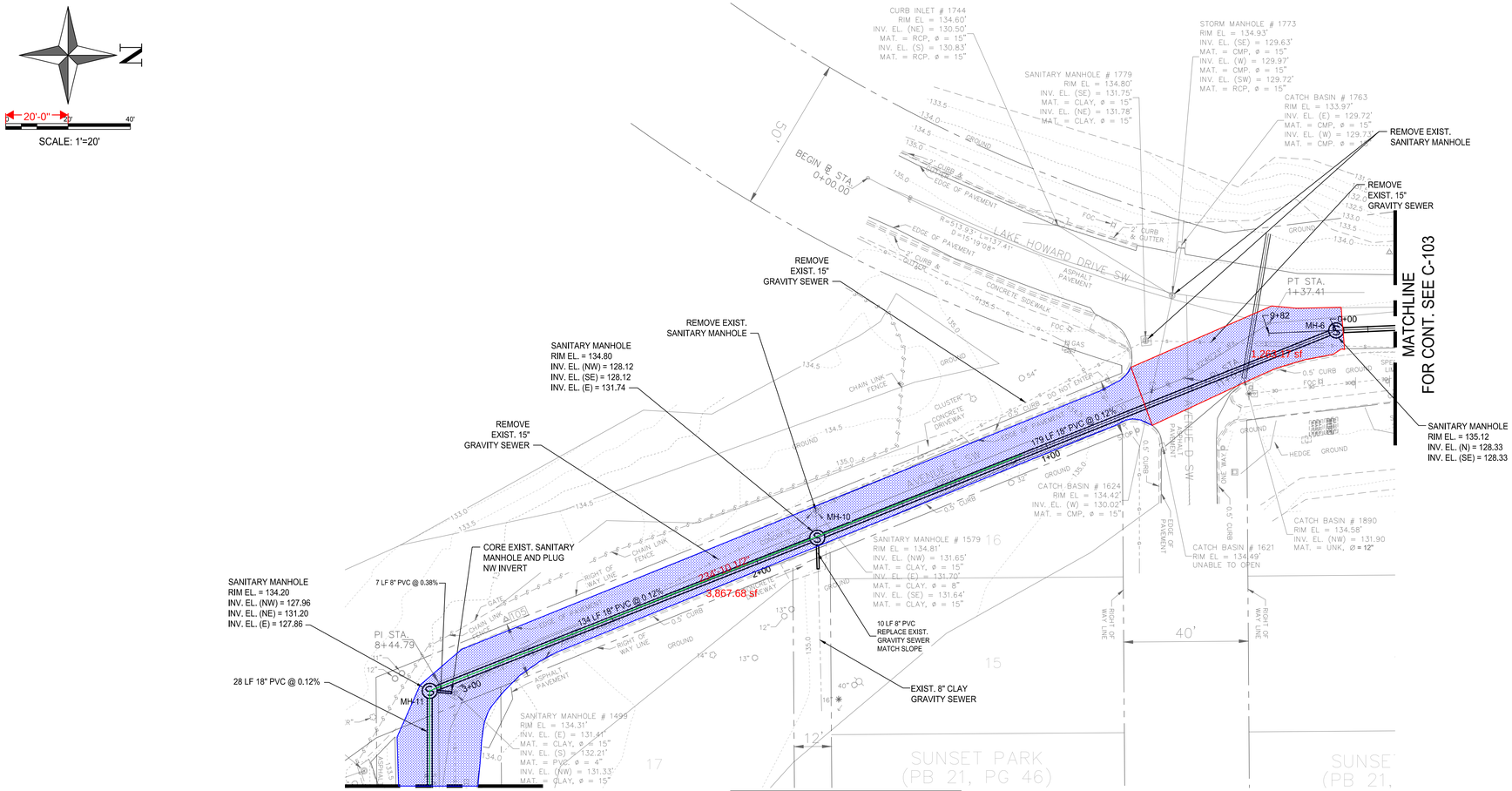
CORPORATE OFFICE:
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TAMPA, FLORIDA 33607
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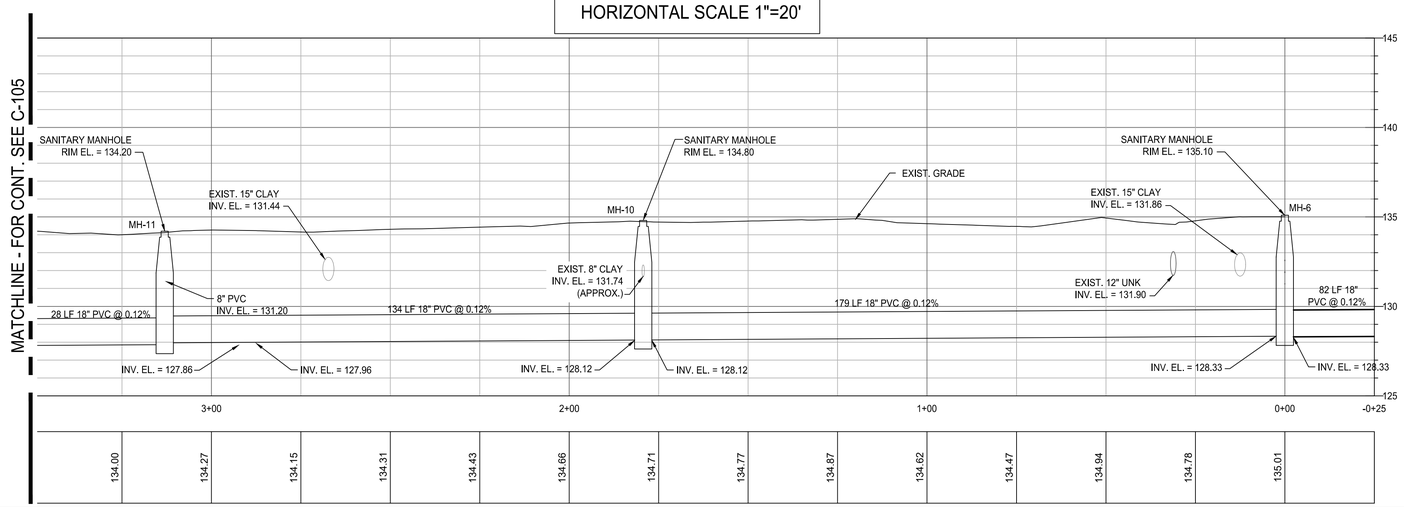
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PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-103
REV.	△

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AVENUE E SW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



PLOT DATE: Feb 16, 2023 - 1:51pm
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REV	DATE	ISSUED FOR

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FLORIDA REG. NO. 64396

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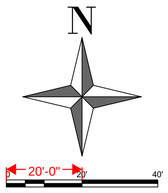
CLIENT: CITY OF WINTER HAVEN FLORIDA

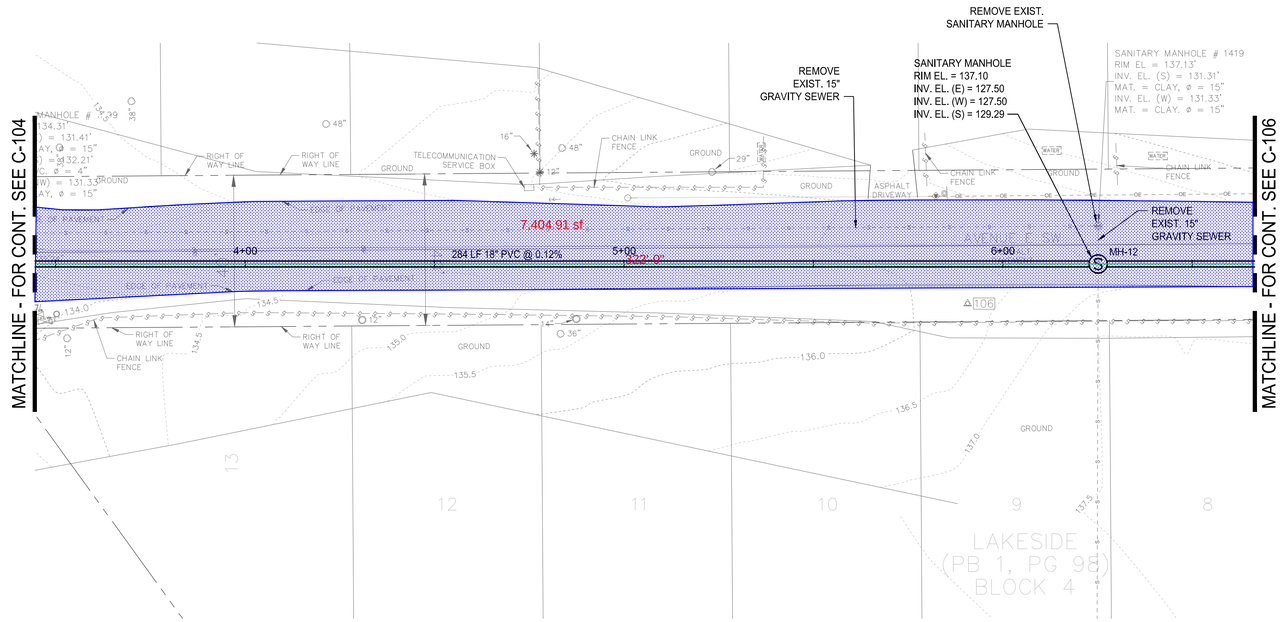
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SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

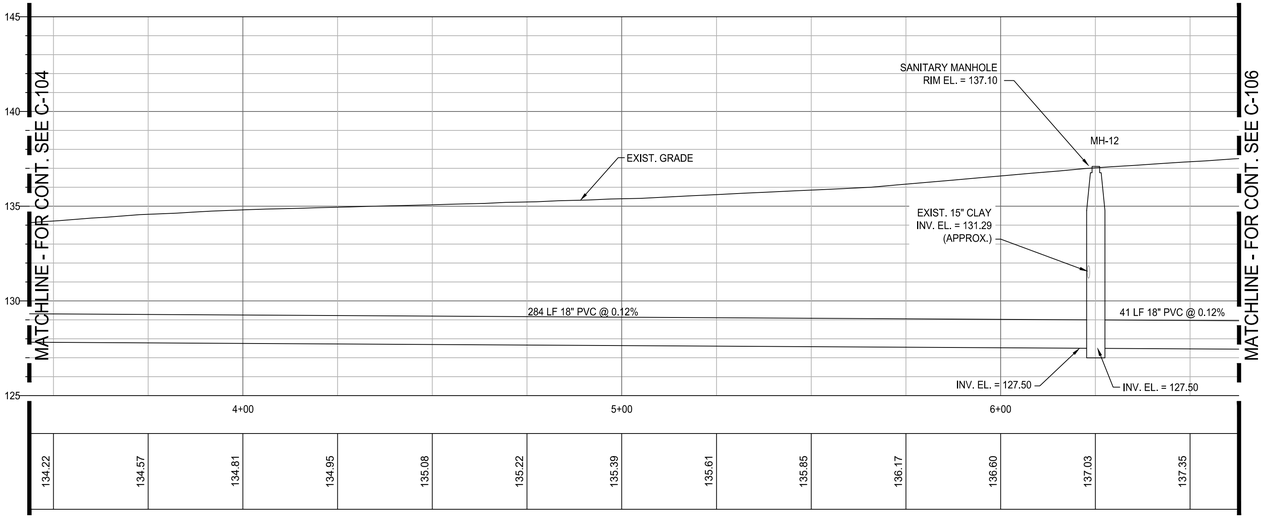
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TAMPA, FLORIDA 33607
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FAX: 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-104
REV.	△





AVENUE E SW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



REV	DATE	ISSUED FOR
REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

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THE CITY OF FLORIDA WINTER HAVEN

CLIENT: CITY OF WINTER HAVEN FLORIDA

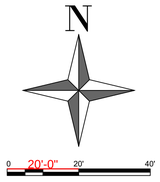
PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

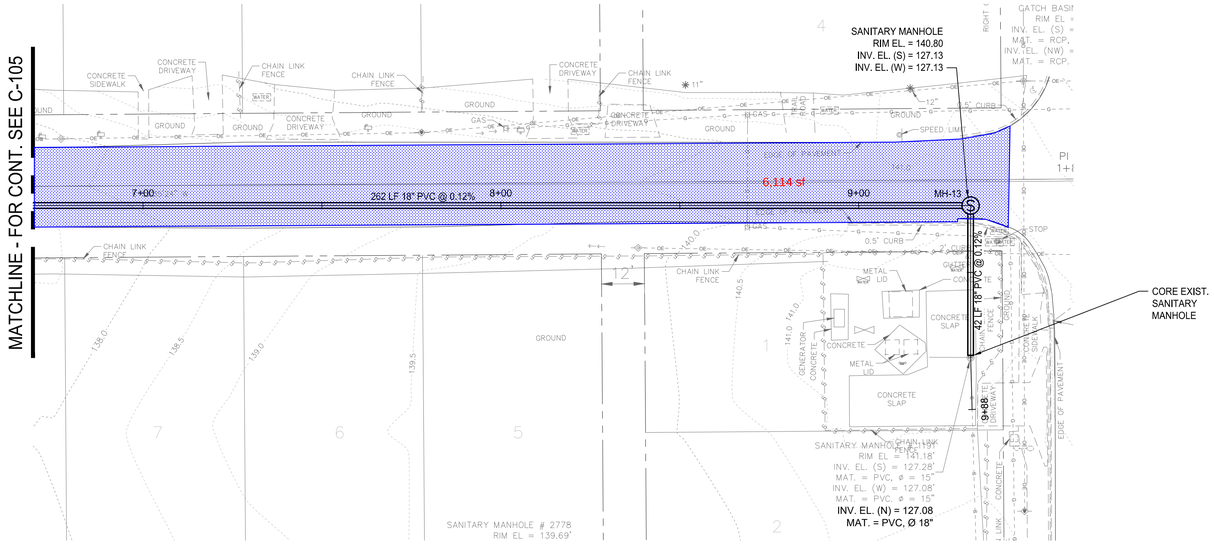
SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

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CORPORATE OFFICE:
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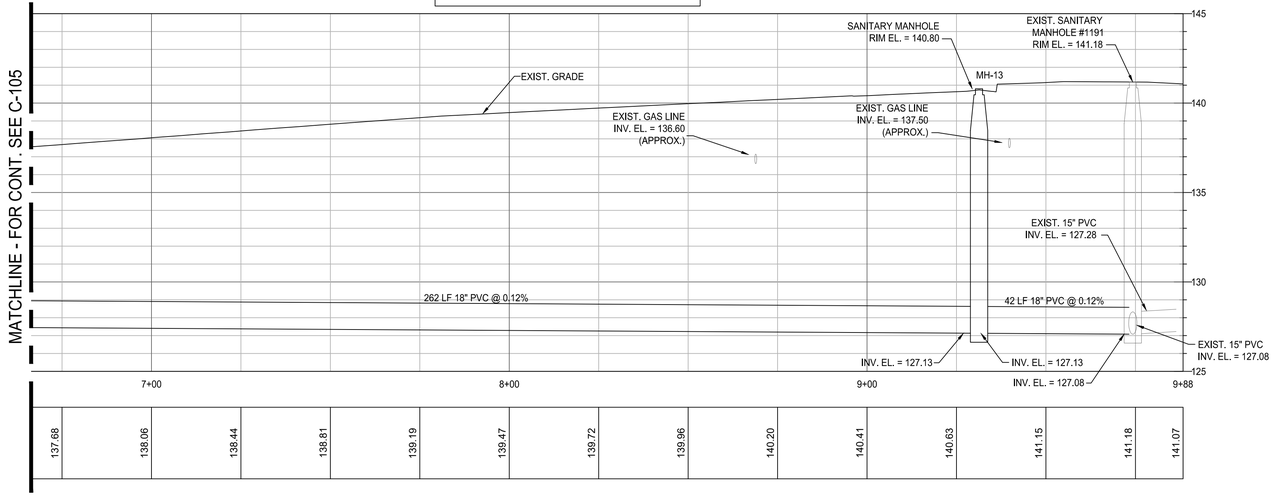
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PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-105
REV.	△

PLOT DATE: Feb 16, 2023 - 1:55pm
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AVENUE E SW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



CHAD A. SETZER, P.E.
FLORIDA REG. NO. 64396

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CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

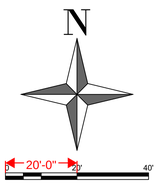
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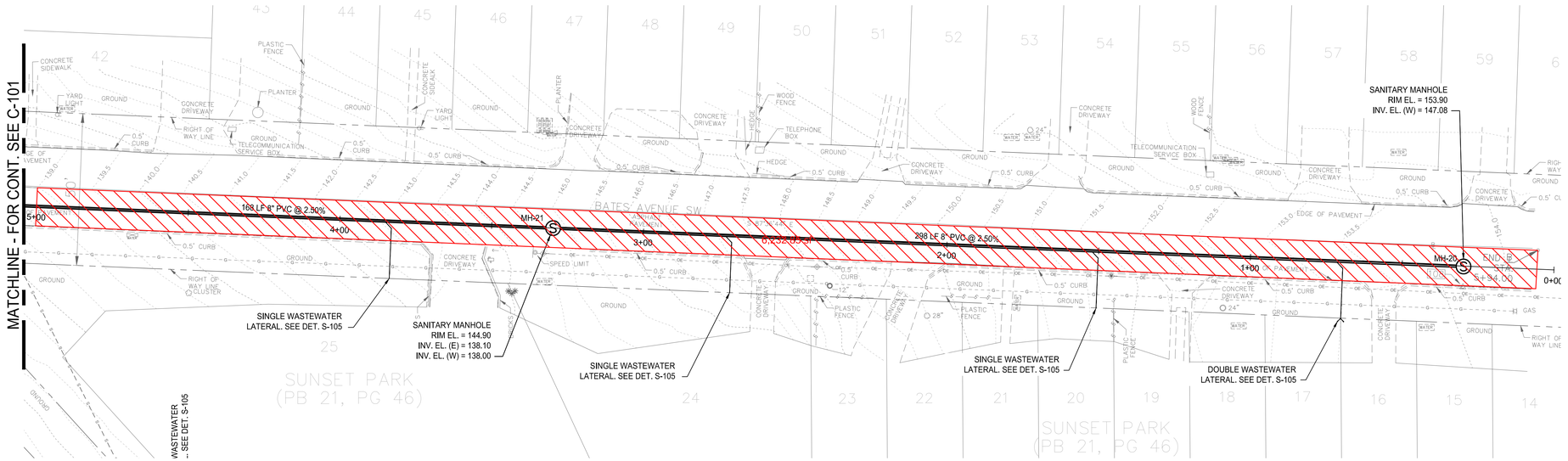
ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL 407.647.7275
FAX 407.806.4500
www.atkinsglobal.com

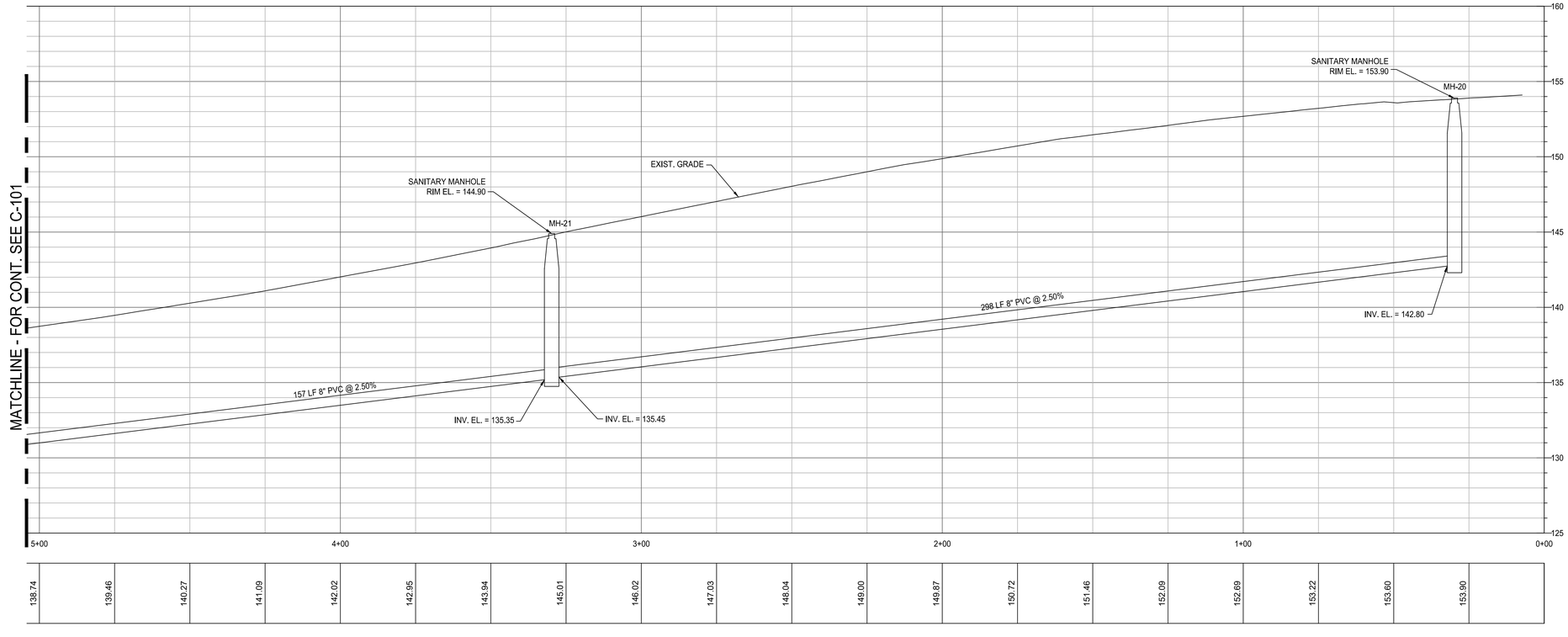
JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-106
REV.	△

PLOT DATE: Feb 16, 2023 - 1:56pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\100_C107 Plans.dwg





BATES AVE PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

REV	DATE	ISSUED FOR

CHAD A. SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG NO 64396

CLIENT: CITY OF WINTER HAVEN FLORIDA

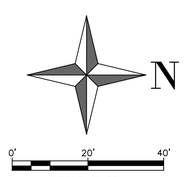
PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

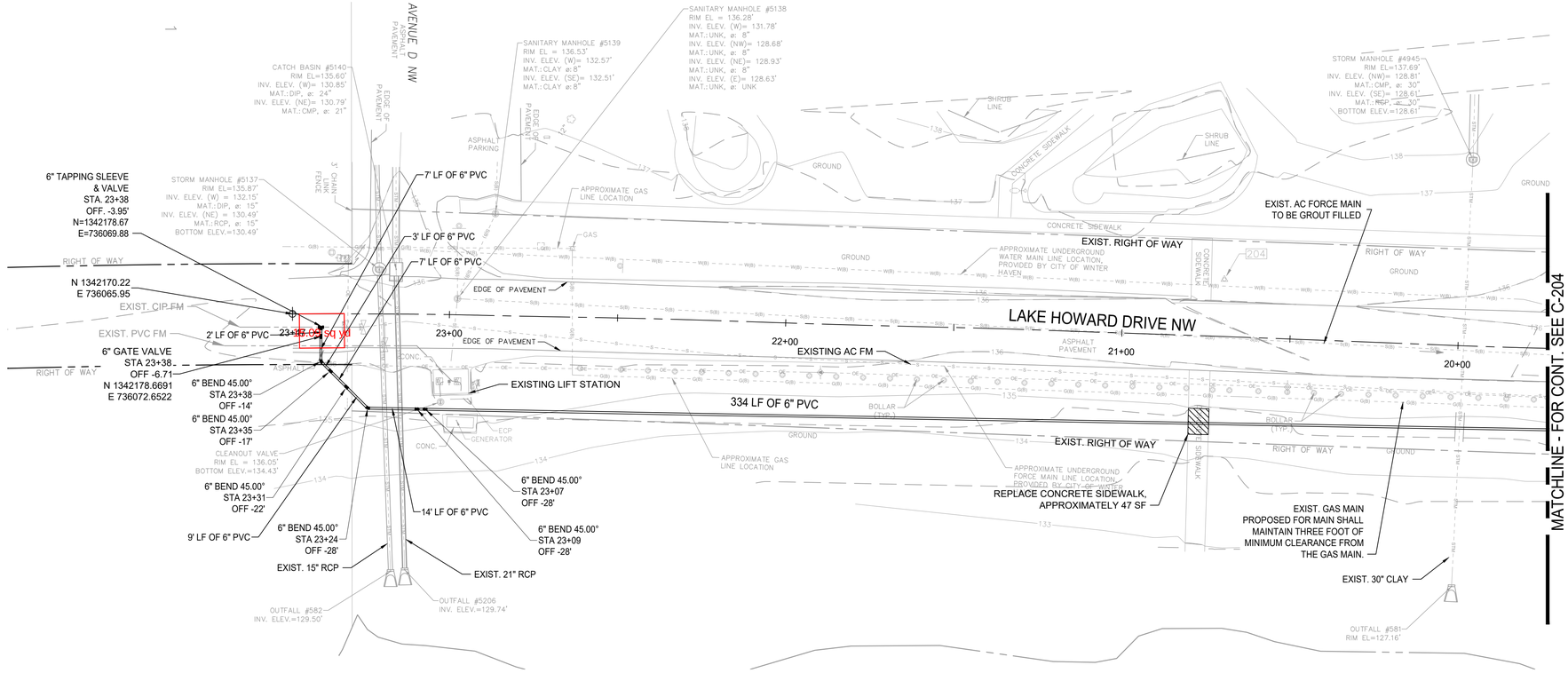
SHEET TITLE: LAKE HOWARD GRAVITY SEWER PLAN AND PROFILE

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FIRM CERTIFICATE OF AUTHORIZATION NO.24
LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

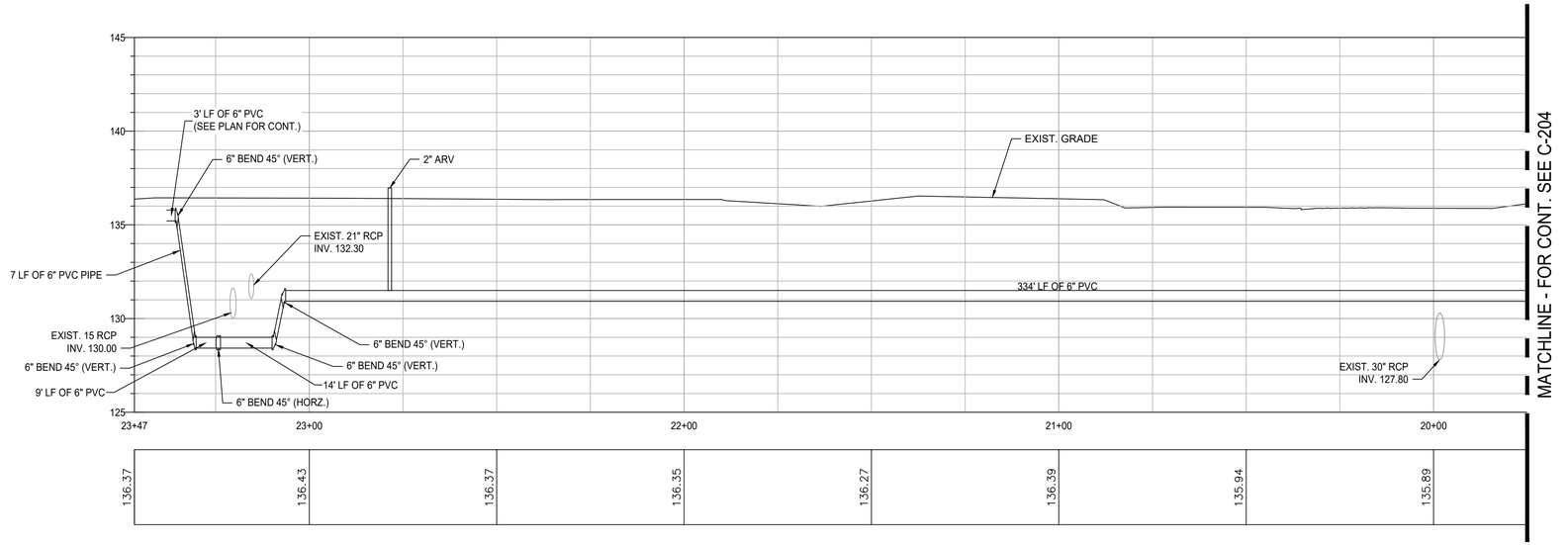
JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-107
REV.	△

PLOT DATE: Feb 16, 2023 - 1:57pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\100_C107 Plans.dwg





LAKE HOWARD DR NW PROFILE
VERTICAL SCALE 1"=4'
HORIZONTAL SCALE 1"=20'



ISSUED FOR — DATE

ISSUED FOR — DATE

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

Know what's below. Call before you dig.

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

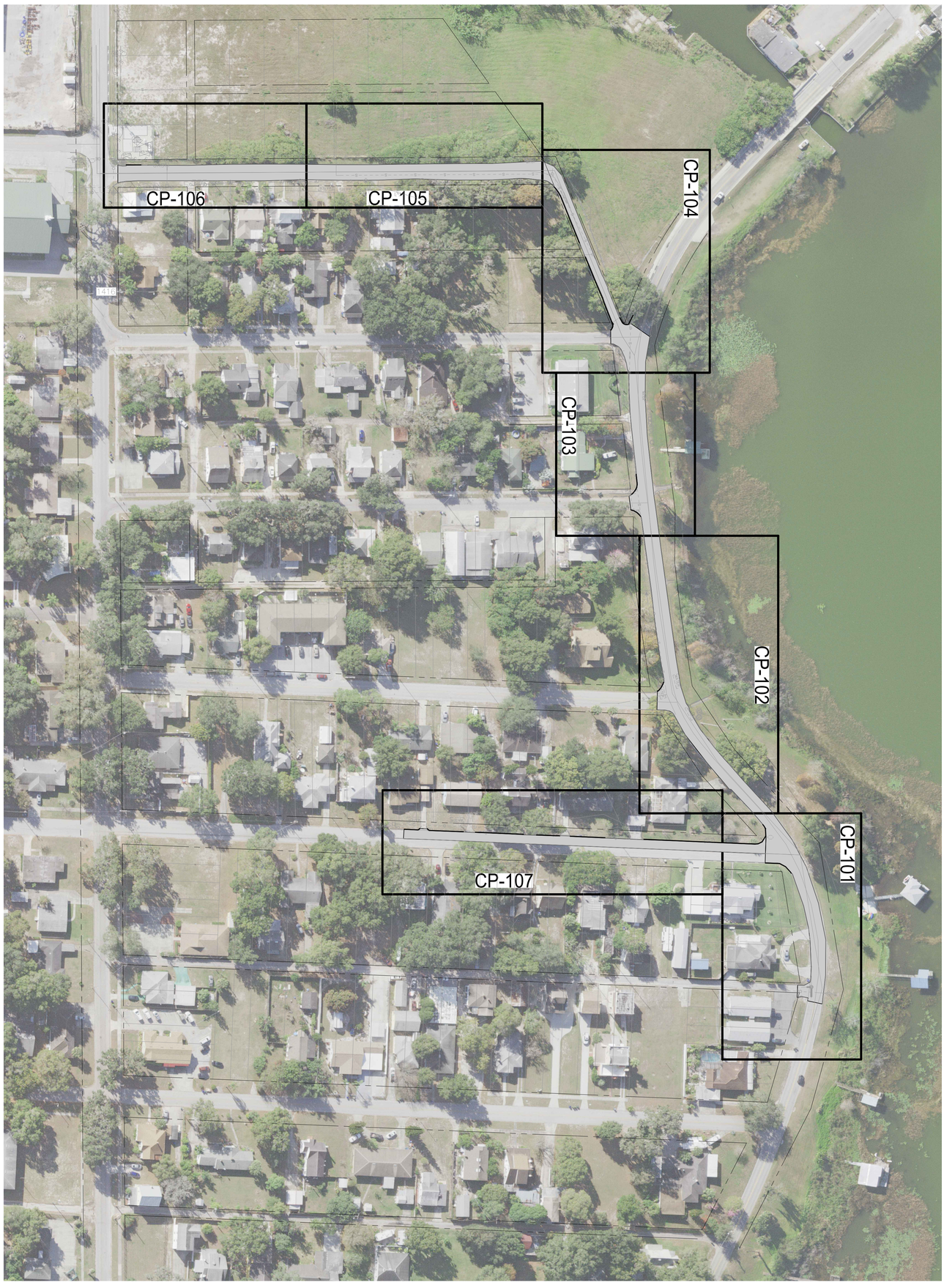
SHEET TITLE: AC FORCE MAIN REPLACEMENT PLAN & PROFILE

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24
LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407 647 7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100074182
PROJECT ENG:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-205
REV.	△

PLOT DATE: Nov 18, 2022 - 9:19pm
FILE NAME: W:\WO\Projects\Winter_Haven\100074182 - AC FM Replacement\15_Plans\DESIGN\DRC-200 PLAN AND PROFILE.dwg

PLOT DATE: Nov 18, 2022 - 7:31pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DR\CP100_CP107 Plans.dwg



CLIENT:
CITY OF WINTER HAVEN FLORIDA

PROJECT:
LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE
LAKE HOWARD GRAVITY SEWER OVERALL PAVING PLAN

Know what's below. Call before you dig.

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

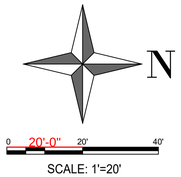
REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

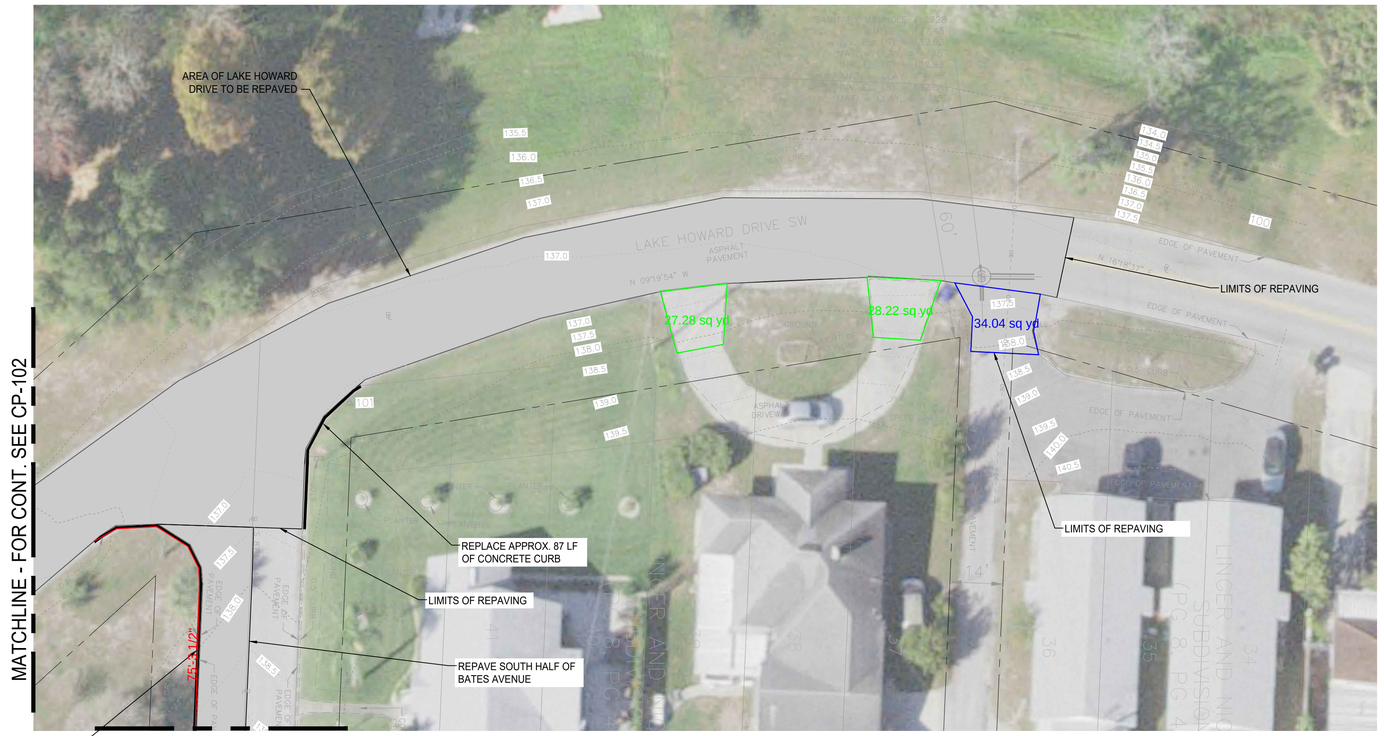
ATKINS
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 00000548
400 NORTH ASHLEY DRIVE, SUITE 2300
TAMPA, FLORIDA 33602
TEL: 813.282.7275
FAX: 813.623.0551
www.atkinsglobal.com

JOB NO.: 100072796
PROJECT ENG.: L. FURROW
DRAWN: J. ALEXANDER
CHECKED:
APPROVED: C. SETZER

SHEET NO. CP-100 REV: 1



SCALE: 1'=20'



LEGEND:

- INDICATES AREA OF PAVEMENT TO BE REPLACED
- INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REV.	DATE	ISSUED FOR

REV.	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24
LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-101
REV.	△

PLOT DATE: Nov 18, 2022 - 7:31pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg

N

0 20'-0" 20' 40'

SCALE: 1'=20'

MATCHLINE - FOR CONT. SEE CP-103

MATCHLINE - FOR CONT. SEE CP-101

LEGEND:

- INDICATES AREA OF PAVEMENT TO BE REPLACED
- INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REV	DATE	ISSUED FOR
REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS

CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FIRM CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

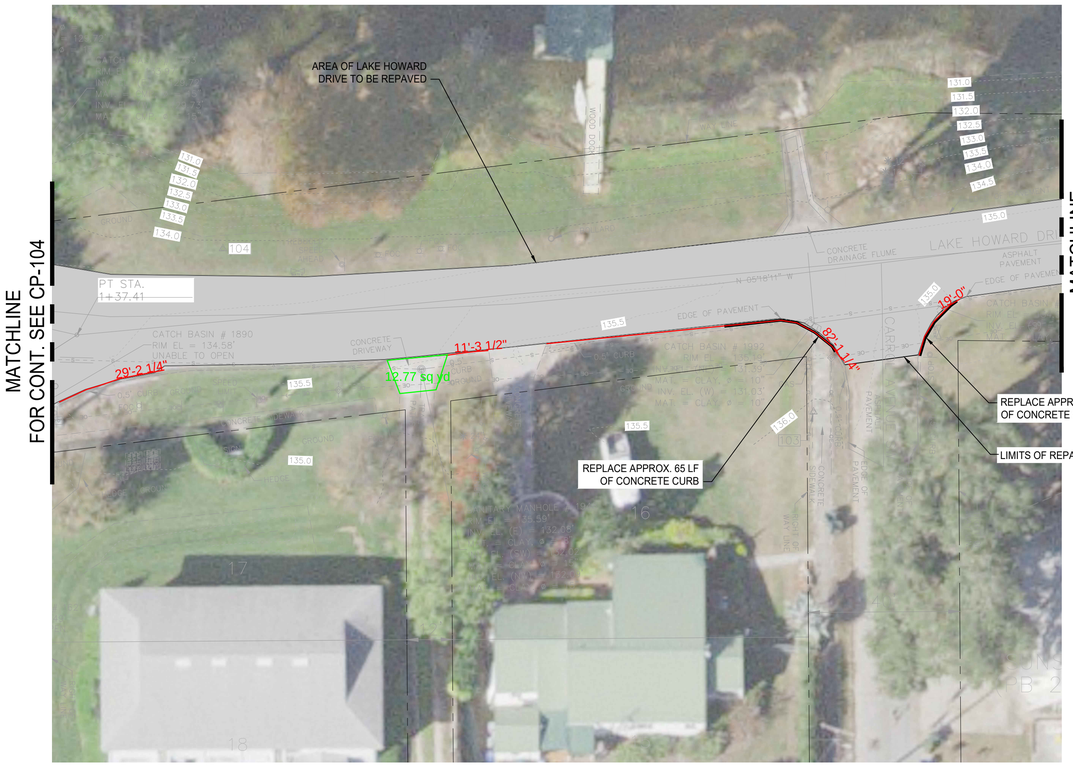
JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-102
REV.	△

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg

N

0 20'-0" 20' 40'

SCALE: 1"=20'



LEGEND:

INDICATES AREA OF PAVEMENT TO BE REPLACED

INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

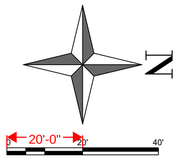
PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24
LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-103
REV.	△

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg



SCALE: 1'=20'



LEGEND:

- INDICATES AREA OF PAVEMENT TO BE REPLACED
- INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REV	DATE	ISSUED FOR
REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS
CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-104
REV.	△

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DES\GND\RCP100_CP107 Plans.dwg

N

0 20' 40'

SCALE: 1'=20'

AREA OF AVENUE E SW TO BE REPAVED

LEGEND:

INDICATES AREA OF PAVEMENT TO BE REPLACED

INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS

CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-105
REV.	△

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg

N

0 20'-0" 20' 40'

SCALE: 1'=20'

LEGEND:

INDICATES AREA OF PAVEMENT TO BE REPLACED

INDICATES AREA OF CONCRETE CURB TO BE REPLACED



CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

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THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

ATKINS

CORPORATE OFFICE:
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TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24

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ORLANDO, FL 32810
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FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-106
REV.	△

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO\Projects\Winter_Haven\100072796 - Lake Howard Gravity Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg

N

0 20'-0" 20' 40'

SCALE: 1"=20'

LEGEND:

INDICATES AREA OF PAVEMENT TO BE REPLACED

INDICATES AREA OF CONCRETE CURB TO BE REPLACED

REPAVE SOUTH HALF OF BATES AVENUE

MATCHLINE - FOR CONT. SEE CP-101



REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

CHAD ALAN SETZER LICENSE NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396

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THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: LAKE HOWARD GRAVITY SEWER PAVEMENT PLAN

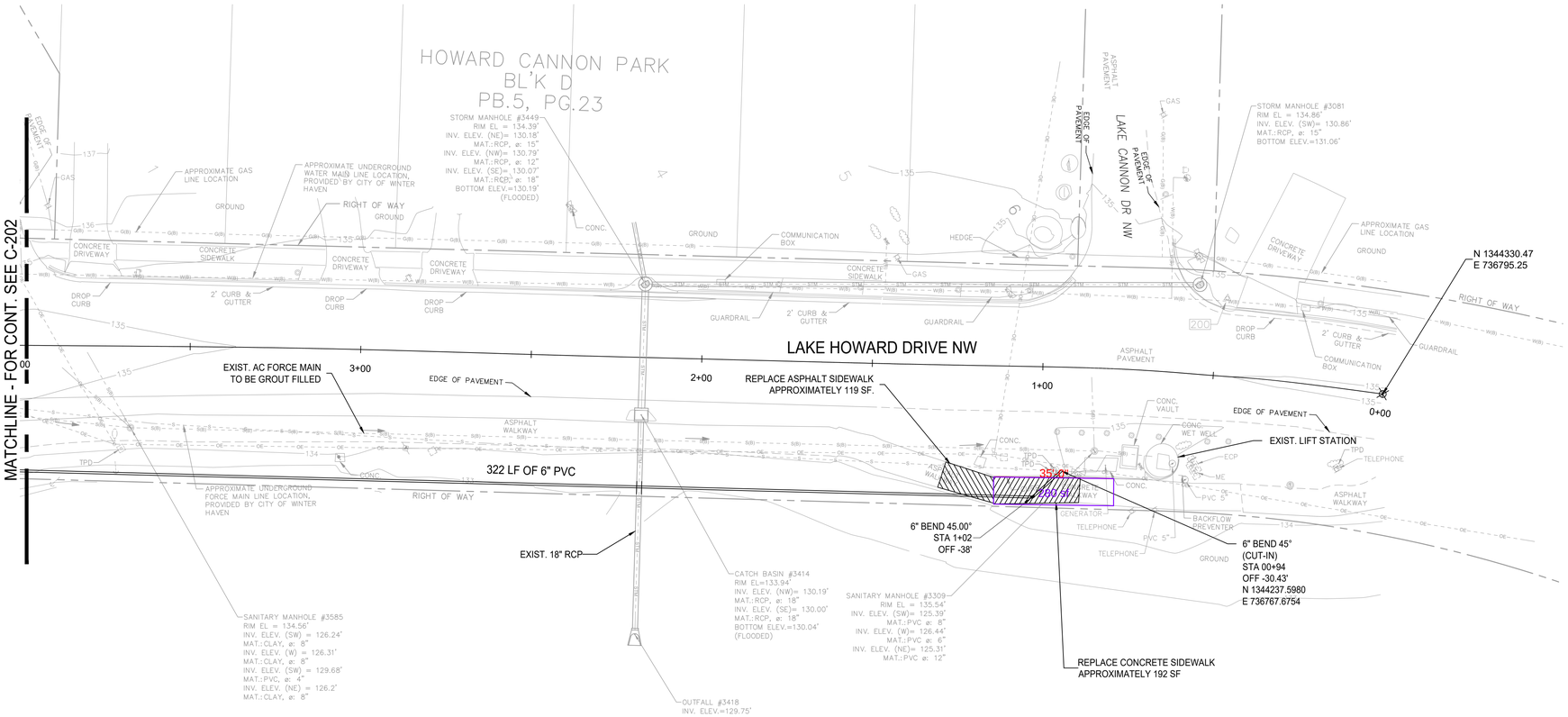
ATKINS

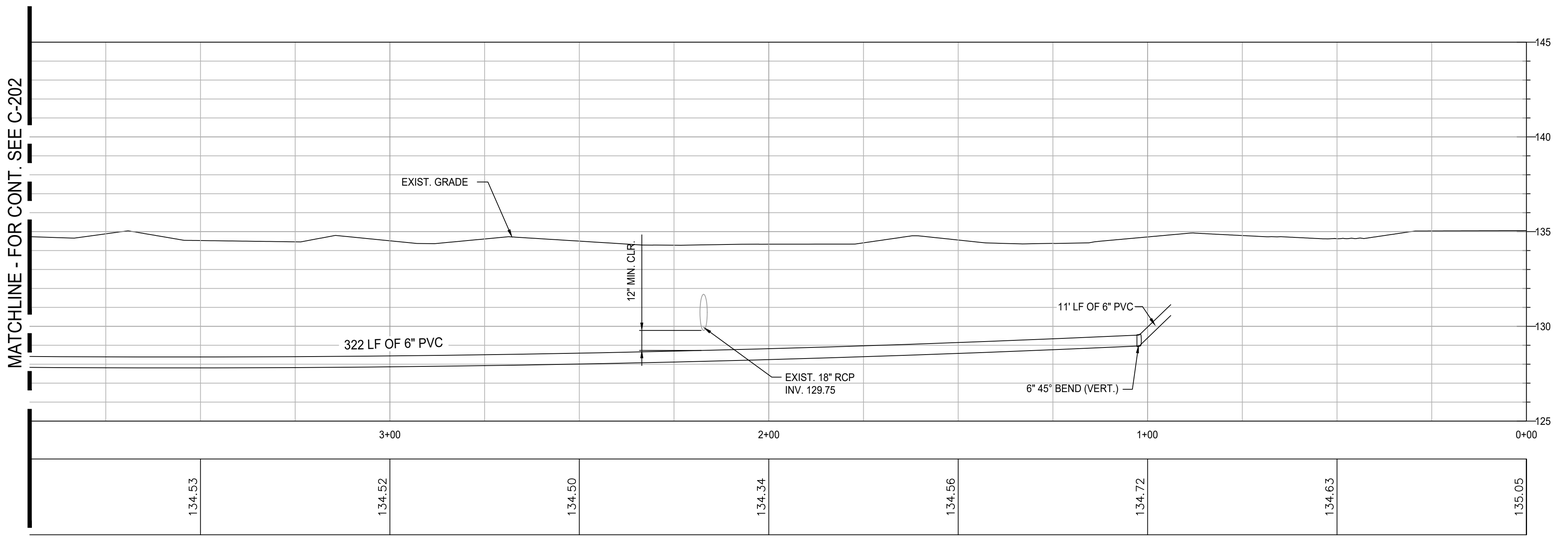
CORPORATE OFFICE:
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TAMPA, FLORIDA 33607
FBPE CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL 407.647.7275
FAX 407.806.4500
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JOB NO.:	100072796
PROJECT ENG:	L. FURROW
DRAWN:	J. ALEXANDER
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	CP-107
REV.	△

PLOT DATE: Nov 18, 2022 - 7:32pm
FILE NAME: W:\WO Projects\Winter_Haven\100072796 - Lake Howard Gravity_Sewer\15_Plans\DESIGN\DRC\P100_CP107 Plans.dwg





0' 20' 40'
20'-0"
SCALE: 1"=20'

N

REV	DATE	ISSUED FOR

REV	DATE	ISSUED FOR

CHAD A. SETZER, P.E.
FLORIDA REG. NO.64396
NO. 64396 STATE OF FLORIDA PROFESSIONAL ENGINEER
LICENSE

811 Know what's below. Call before you dig.

THE CITY OF WINTER HAVEN FLORIDA

CLIENT: CITY OF WINTER HAVEN FLORIDA

PROJECT: LAKE HOWARD GRAVITY SEWER PROJECT AND AC FORCE MAIN REPLACEMENT PROJECT

SHEET TITLE: AC FORCE MAIN REPLACEMENT PLAN & PROFILE

ATKINS

CORPORATE OFFICE:
4030 W. BOY SCOUT BOULEVARD
TAMPA, FLORIDA 33607
FBPR CERTIFICATE OF AUTHORIZATION NO.24

LOCAL OFFICE:
482 SOUTH KELLER ROAD
ORLANDO, FL 32810
TEL. 407.647.7275
FAX. 407.806.4500
www.atkinsglobal.com

JOB NO.:	100074182
PROJECT ENG:	L. FURROW
DRAWN:	N. DOHERTY
CHECKED:	
APPROVED:	C. SETZER
SHEET NO.	C-201
REV.	△

PLOT DATE: Nov 18, 2022 - 9:19pm
FILE NAME: W:\WO\Projects\Winter_Haven\100074182 - AC FM Replacement\15_Plans\DESIGN\DRC-200 PLAN AND PROFILE.dwg

Name: 2023-323R-001 Lake Howard Gravity Sewer Improvements and AC Force Main Replacement Date: 6/6/2024

Owner: City of Winter Haven

Engineer: Atkins

Description: COR #04: Milling & Resurfacing per Revised Asphalt Repair Detail

Item Specification Section No.	Description	Unit	Quantity	Unit Price	Amount
1	Mill & Resurface 2" SP-9.5	LS	1	$ 25,760.00	$ 25,760.00
2	MOT - FDOT Index 603 Lane Closure	LS	1	$ 1,600.00	$ 1,600.00
	Totals				$ 27,360.00

Notes: Milling & Resurfacing Detail provided 5/10/24.

CHANGE ORDER AUTHORIZATION (COA)

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

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

Date 03/26/2025 Purchase Order (PO) # 2023-00000217 CO# 1

Project Name / Bid # Lake Howard Gravity Sewer & AC Force Main Replacement

Vendor Name Cathcart Construction LLC

Account # 402-08-323-4605 Project Code _____

Original PO Amount	$ 2,850,250.00	Original # of Contract Days:	N/A
Total Cost of Previously Issued COs	$ 0.00	Additional Contract Days:	0
Total Cost of this CO:	$ 476,682.03	Additional Contract Days:	0
NEW PO amount inclusive of ALL change orders to date:	$ 3,326,932.03		

Reason needed:

Deduct of open cut line items in lieu of direction drilling ($17,613.37)

6 inch to 8 inch upsizing of force main material. $120,905.40

Total roadway reconstruction on Lake Howard Dr. East. $346,030.00

Pave outside project limits on force main portion of project. $27,360.00

AUTHORIZATIONS

Department Director: _____ City Engineer*: N/A

**Date of Commission Approval: _____

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

DATE: March 26, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Harmony Master Lift Station Change Order #3

BACKGROUND

On February 27, 2023, the City awarded B&B Underground Construction, Inc. the construction of the Harmony Master Lift Station located at the intersection of Eloise Loop Road and Lake Eloise Drive W. in the amount of $7,978,041.00 based on the Invitation to Bid (ITB-23-07). The Harmony Master Lift Station was designed to mirror the Chain of Lakes Master Lift Station (COL-MLS) and will provide capacity for growth in that area, act as a re-pump facility for sewage from the COL-MLS, and accept redirected flow currently from the easterly portion of the utility service area.

This Change Order addresses modifications to the project, including: an enlarged Motor Control Building, a larger pump conduit required by the pump supplier's new equipment, concrete encasement of the larger conduit to meet National Electrical Code standards, and the required fittings and labor to re-align and connect the force main and the lift station.

FINANCIAL IMPACT

The cost associated with Change Order #3 is $340,146.64 and is budgeted in Fiscal Year 2024/2025 in account 402-08-323-6301. This amount is reimbursable through the Florida Department of Environmental Protection State Revolving Fund loan agreement WW53130.

STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- Strategy: 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

RECOMMENDATION

Staff recommends the City Commission approve Change Order #3 for the Harmony Master Lift Station to B&B Underground, LLC and authorize the City Manager or his designee to take all further necessary actions necessary thereto.

ATTACHMENTS

- Engineer change order approval form #3
- Change Order #3 Authorization Form
- Harmony Master Lift Station Change Order #1
- Harmony Master Lift Station Change Order #2

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 03

OWNER/CLIENT: City of Winter Haven PROJECT NO.: ITB -23-07 PROJECT MANAGER: Steve Rheiner

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 23160-021-02 PROJECT MANAGER: John Hannah

CONTRACTOR: B&B Underground Construction, Inc PROJECT NO.: 2022-323C-001-Harmony MLS PROJECT MANAGER: Steve Decker

PROJECT NAME: City of Winter Haven Harmony Master Lift Station

DATE OF ISSUANCE: 3.10.2025 EFFECTIVE DATE: 3.10.2025

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 7,978,041.00

Increase from previously approved Change Orders No. 00 to No. 02:

$ 148,667.83

Contract Price prior to this Change Order:

$ 8,126,708.83

Increase of this Change Order:

$ 340,146.64

Contract Price incorporating this Change Order:

$ 8,466,855.47

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: 4/21/2023

Substantial Completion (days *and* date): 540 days - 10/12/2024

Ready for final payment (days *and* date): 600 Days - 12/11/2024

Increase from previously approved Change Orders No. 00 to No. 02:

Substantial completion (days): 170 days

Ready for final payment (days): 170 days

Contract Times prior to this Change Order:

Substantial completion (days and date): 710 days, March 31, 2025

Ready for final payment (days and date): 770 days, May 30, 2025

Increase of this Change Order:

Substantial completion (days): 94 days

Ready for final payment (days): 94 days

Contract Times with all approved Change Orders:

Substantial completion (days *and* date): 804 days, July 3, 2025

Ready for final payment (days *and* date): 864 days, September 1, 2025

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
MCC Building Enlargement due to enlarged, required equipment.		$146,874.40
Pump supplier sent a different pump configuration than approved in the submittal process & Conc. Encasement		$116,589.25
Connection from the Forcemain Stub-out was not aligned with Lift Station Connection		$ 76,682.99
Days Added		94 Days
SUBTOTAL		$ 340,146.64

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS
(List documents supporting change.)

MCC Building Enlargement_$146,874.40 & 60 Days
Additional Electrical Work_$116,589.25_ & 30 days
Connection to Manhole_$76,682.99 & 4 Days

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 03.14.2025	Date: _____	Date: 14 MARCH 2025

Approved by Funding Agency (if applicable):

_____ Date: _____

CHANGE ORDER AUTHORIZATION (COA)

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

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

Date 3/26/25 Purchase Order (PO) # 2023-00000132 CO# 3

Project Name / Bid # Harmony Master Lift Station

Vendor Name B&B Underground Construction, Inc

Account # 402-08-323-6301 Project Code UT Harmony MLS

Original PO Amount	$ 7,978,041.00	Original # of Contract Days:	604
Total Cost of Previously Issued COs	$ 148,667.83	Additional Contract Days:	170
Total Cost of this CO:	$ 340,146.64	Additional Contract Days:	94

NEW PO amount inclusive of ALL change orders to date: $ 8,466,855.47

Reason needed: Motor Control Center Building Enlargement due to increased size of equipment. Pump supplier sent updated pump configuration that was different than approved in submittal process and needed concrete encasement. Connection from force main stub-out was not aligned with lift station connection.

AUTHORIZATIONS

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

**Date of Commission Approval: 2/27/2023

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

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
December 11, 2023

DATE: November 21, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
Michael "MJ" Carnevale, Deputy City Manager

FROM: Gary M. Hubbard, Water Department Director
Mark W. Bombard, Water Department Assistant Director

SUBJECT: Harmony Mast Lift Station, Change Order #1

BACKGROUND:
On February 27, 2023, the City awarded B&B Underground Construction, Inc. the construction of the Harmony Master Lift Station based on Invitation to Bid (ITB-23-07). The new lift station was designed to mirror the Chain of Lakes Master Lift Station (COL-MLS) and will provide capacity for growth in that area, act as a re-pump facility for sewage from the COL-MLS, and accept redirected flow currently from the easterly portion of the utility service area.

This Change Order will incorporate a new 12-inch force main transmission line that will be installed along Lake Eloise Drive, west through the proposed Harmony development to redirect flow and provide resiliency in the transmission of sewage to Wastewater Treatment Plant #3.

FINANCIAL IMPACT:
The costs associated with Change Order #1 is $56,144.67 and is budgeted in Fiscal Year 2023/2024 in account 402-08-323-6301 and is reimbursable through the Florida Department of Environmental Protection State Revolving Fund loan agreement WW53130.

RECOMMENDATION:
Staff recommends the City Commission approve Change Order #1 for the Harmony Master Lift Station to B&B Underground, LLC and authorize the City Manager or his designee to take all further necessary actions necessary thereto.

ATTACHMENT
Harmony Master Lift Station, Change Order #1

DATE: December 17, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Harmony Master Lift Station Change Order #2 (ITB-23-07)

BACKGROUND

On February 27, 2023, the City awarded B&B Underground Construction, Inc. the construction of the Harmony Master Lift Station based on Invitation to Bid (ITB-23-07) in the amount of $7,978,041.00. The new lift station was designed to mirror the Chain of Lakes Master Lift Station (COL-MLS) and will provide capacity for growth in that area, act as a re-pump facility for sewage from the COL-MLS, and accept redirected flow currently from the easterly portion of the utility service area. Change Order #1 was approved on December 11, 2023 in the amount of $56,144.67 to incorporate the new 12-inch force main along W Lake Eloise Drive, for resiliency in redirecting flow to Wastewater Treatment Plant #3 at Pollard Road.

Change Order #2 will incorporate pump base support changes, large access hatches with safety grating, Hydro Ranger level control system, a drop bowl for the newly added 12-inch force main and extended life interior wet well coating.

FINANCIAL IMPACT

The cost associated with Change Order #2 is $92,523.16 budgeted in Fiscal Year 2024/2025 in account 402-08-323-6301 and is funded through the Florida Department of Environmental Protection State Revolving Fund loan agreement WW53130.

STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- Strategy: 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

RECOMMENDATION

Staff recommends the City Commission approve Change Order #2 for the Harmony Master Lift Station to B&B Underground, LLC and authorize the City Manager or his designee to take all further necessary actions necessary thereto.

ATTACHMENTS

- Harmony Master Lift Station - Change Order #2
- Harmony Master Lift Station - Change Order #2 – Authorization Form

DATE: March 31, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Purchase of Neptune, Mach 10, potable and reclaim meters

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BACKGROUND

The City of Winter Haven utilizes Neptune 5/8-inch Mach-10 meters for residential potable and reclaim water services throughout the utility service area. On average, the Water Department installs or replaces about 400 to 500 meters monthly. With a current stock of 1,000 domestic and 250 reclaim meters the inventory will be depleted by June 2025. The purchase of 2,150 domestic and 500 reclaim meters will be delivered in two shipments prior to exhausting the existing inventory and will provide enough meters through the end of the 2024/2025 Fiscal Year.

Ferguson Waterworks has a piggyback agreement with the City to furnish the meters through August 30, 2025.

FINANCIAL IMPACT

The total cost for the Neptune Mach 10 meters is $914,250.00 and is budgeted in the Utilities Inventory account 402-141-101 in Fiscal Year 2024/2025.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends City Commission approve the purchase of Neptune, Mach 10, potable and reclaim meters from Ferguson Waterworks in the amount of $914,250 and authorize the City Manager or his designee to execute related documents and take any further actions necessary and incidental thereto.

ATTACHMENT

- Ferguson Waterworks, Bid No B568090

FERGUSON WATERWORKS

FEI_WINTER HAVEN,FL WATERWORKS
#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948
Phone: 863-401-2764
Fax: 863-291-4240

Deliver To:
From: **Tyler Stargel**
tyler.stargel1@ferguson.com
Comments:

11:16:52 MAR 31 2025

FEL-WINTER HAVEN, FL WW
Price Quotation
Phone: 863-401-2764
Fax: 863-291-4240

Bid No: B568090
Bid Date: 01/14/25
Quoted By: TDS

Cust Phone: 863-291-5678
Terms: NET 10TH PROX

Customer:
CITY OF WINTER HAVEN
PO BOX 2277
CENTRAL STORES
WINTER HAVEN, FL 33883

Ship To:
CITY OF WINTER HAVEN
PO BOX 2277
CENTRAL STORES
WINTER HAVEN, FL 33883

Cust PO#:

Job Name: 5/8 MACH 10

Item	Description	Quantity	Net Price	UM	Total
NEU1B2G1B1A	5/8X3/4 MACH 10 2.0 R900I GAL MTR	2150	345.000	EA	741750.00
SP-NEU1B2G2B1A	5/8"X3/4" MACH 10 R900I 2.0 RECLAIM	500	345.000	EA	172500.00

Net Total:	$914250.00
Tax:	$0.00
Freight:	$0.00
Total:	$914250.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=62580

DATE: April 4, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director
Michael Campbell, Streets & Drainage Superintendent
Aaron Russell, Fleet Manager

SUBJECT: Purchase of Streets Division Vehicles and Equipment

BACKGROUND

The Streets Division operates a small fleet of trucks, utility vehicles and equipment to support the maintenance of public infrastructure within the right-of-way. These assets are essential for transporting staff and materials between job sites, ensuring efficient repairs and upkeep. To maintain service levels and operational efficiency, staff has identified the need to replace outdated vehicles and equipment that have exceeded their useful life.

Currently, the division utilizes the following aging assets:

- Caterpillar 4160 Backhoe Loader (#5151) – 20 years old, scheduled for replacement in 2019.
- International Dump Truck (#4682) – 26 years old, scheduled for replacement in 2020.
- Ford Ranger (#3821) – 18 years old with 166,600 miles, originally replaced in 2017 but retained as a pool vehicle.

Due to their age, increasing maintenance and repair costs, and the limited availability of parts, Fleet has determined that these vehicles and equipment have reached the end of their serviceable life and should be replaced.

To address these needs, staff recommends the following replacements:

- Replacement of Equipment #5151: A Kubota Skid Steer from Florida Coast Equipment LLC under Sourcewell Contract #031121-KBA. Though smaller than the current backhoe loader, this equipment will allow staff to work more efficiently in tighter spaces. The total cost of this equipment is $89,027.26

- Replacement of Vehicle #4682: A 2025 Freightliner Dump Truck from Orlando Freightliner Inc. under Florida Sheriffs Association Bid #FSA23-VEH21.1. This truck closely matches the existing model and is critical for daily operations, as well as pre- and post-weather disaster response. The total cost of this equipment is $129,871.00
- Replacement of Vehicle #3821: A Ford F250 Super Duty Regular Cab 4x2 from Duval Ford under Florida Sheriffs Association Bid #FSA22-VEL30.0. This vehicle became available due to a manufacturer error that resulted in the production of two identical trucks when the City originally ordered a vehicle for the Parks and Recreation Department. The additional truck was delivered to Motor Pool, and Duval Ford has offered the City the first opportunity to purchase it before it is returned to the dealership. The total cost of this vehicle is $66,562.99

These replacements will ensure the Streets Division has a reliable fleet to support maintenance and repair activities across the city while improving operational efficiency.

FINANCIAL IMPACT

Equipment #5151 and Equipment #4682 are funded for replacement within the Capital Depletion Fund. Equipment #3821 is not funded; however, funds set aside for another vehicle (#3484), which is not yet eligible for replacement, will be reallocated to offset the cost. Vehicle #3484 will be refunded for replacement in future years.

A total of $270,226.80 is available in the Capital Depletion Fund for these purchases. This would be paid from Account Number 302-80-420-6421. The $15,324.45 shortfall will be covered by the Streets Operating Budget using unspent funds from a recently awarded bridge project that came in under budget. This would be paid from Account Number 001-09-401-6402.

This funding strategy ensures the timely replacement of critical fleet assets while maximizing available resources.

STRATEGIC PLAN ALIGNMENT

- This is a routine purchase associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it aligns with the strategic pillars of Infrastructure and Responsible Government.

RECOMMENDATION

Staff recommends the City Commission approve the purchases of a Kubota Skidsteer, Freightliner Dump Truck and 2024 Ford Superduty Regular Cab 4X2, as presented, authorize the City Manager to approve a budget transfer in the amount of $15,324.45 from account 001-09-401-3404 to Account 001-09-401-

6402 and issue a purchase orders to Florida Coast Equipment in the amount of $89,027.26, Orlando Freightliner in the amount of $129,871.00 and Duval Ford in the amount of $66,562.99

ATTACHMENTS

- Florida Coast Equipment LLC Quote – Kubota Skidsteer
- Orlando Freightliner Inc Quote – Freightliner 16' Dump Truck
- Duval Ford Quote – 2024 F250 Super Duty Regular Cab

Sourcewell
Ground Maintenance, CE, Utility Tractors, Mowers, RTV's - 112624-KBA
Ag Tractors with Related Attachments - 082923-KBA
NJPA Arkansas 4600041718
NJPA Delaware GSS-17673
Nebraska 14777 (OC)
Mississippi 8200067336

SVL75-3HFWVC WEB QUOTE #2863296
Date: 4/4/2025 7:34:48 AM
-- Customer Information --
Crosby, Joshua
176873
City of Winter Haven-031121-KBA
jcrosby@mywinterhaven.com
8632564210

Quote Provided By
FLORIDA COAST EQUIPMENT, LLC
Julio Rivera
404 N Frontage Rd
Plant City, FL 33565
email: jrivera@floridacoasteq.com
phone: 3213870575

-- Standard Features --

Kubota

S Series SVL75-3HFWVC

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
Vertical Lift Path Loader Frame
Standard Front Quick Coupler, Float Standard
Hydraulic Quick Coupler Option
Selector Loader Arm Self-Leveling
Loader Boom Lock
Open ROPS & Air Conditioned ROPS/FOPS Cab Models
High Back, Adjustable, Vinyl, Suspension Seat
2" Retractable Seat Belt and 2-Piece Seat Bar
12V Electric Outlet
19.2 gpm Auxiliary Hydraulics standard, 29.8 gpm Option
Direct To Tank Return Line
Rigid Mounted Undercarriage, 4 Lower Track Rollers
Rubber Tracks, 12.6" Standard, 15" Optional
Two Speed Travel System
Automatic Wet Disk Parking Brake
Kubota 4 Hydraulic Pump Load Sensing System
2 Gear, 2 Variable Displacement Pumps
Hydraulic Joystick Controls, Optional Multi-Functional Grips
ISO Operating Pattern
Hand And Foot Throttle Controls
Electronic Travel Torque Management
Automatic Glow Plugs
7" Multifunction Touch Screen
Integrated Rear Camera
Keyless Start
Self Bleed Fuel System
2 Front and 2 Rear Working Lights
Hour Meter, Engine Temperature and Fuel Gauges and Warning Lights
Horn and Backup Alarm
Lockable Fuel Cap
Bolt On Grab Handles to enter machine
KubotaNOW Telematics

BASIC UNITS
SVL75-3, 15.8" Rubber Tracks, Open ROPS/FOPS Cab
Hydraulic Quick Coupler
High Flow Hydraulics & MF Grips
14-Pin Coupler
Reversing Fan

ENGINE
V3307 Kubota CR-TE4, Tier 4 Diesel Engine
4 Cylinder, 4 Cycle, Turbo Charged
74.3 Gross HP @ 2400 rpm

DIMENSIONS
Cab Height 81.8"
Width (without attachment) 65.9"
Width with wide track option (without attachment) 69.1"
Length (without attachment) 112.0"
Length of Track on Ground 56.5"

OPERATIONAL DIMENSIONS
Operating Weight*, SVL75H, 12.6" Rubber Tracks, Open ROPS/FOPS Cab, Mechanical Quick Coupler 9,190 lbs.
Rated Operating Capacity (@ 35% of Tipping Load) 2,490 lbs.
Rated Operating Capacity (ROC) @ 35% of Tipping Load complies with ISO 14397-1and SAE J 818 for crawler loaders
Rated Operating Capacity (ROC) @ 50% of Tipping Load 3,557 lbs.
Tipping Load 7,112 lbs.
Auxiliary Hydraulics Flow 192/ 29.8 gpm
Travel Speed (Low / High) 5.6 /8.6 mph
Reach @ Maximum Height 39.6"
Height to Hinge Pin 122.7"
Ground Pressure (Standard Track) 5.8 psi
Ground Pressure (Wide Track) 4.7 psi
Traction Force 9,678 lbf.

* Includes operator's weight, 175 lbs.

-- Custom Options --

SVL75-3HFWVC Base Price:	$86,143.00
(1) 74" Heavy Duty, Low Profile, Long Floor, Cutting Edge, Side Cutter, 19.2 cu-ft heaped capacity AP-HD74LLC-74" Heavy Duty, Low Profile, Long Floor, Cutting Edge, Side Cutter, 19.2 cu-ft heaped capacity	$2,683.00
(1) 30 Series Dozer Blade, 84" Width AP-DZ3084-32-30 Series Dozer Blade, 84" Width	$9,636.00
(1) 30 Series Root Grapple, 74" Width AP-RG3074-21-30 Series Root Grapple, 74" Width	$5,856.00
(1) 5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity AP-PFL5648-99-5500 lb. 56 Series Pallet Fork, 48" Width5,500 lb. Capacity	$1,758.00
(1) 40 Series Skid Cutter, 72" Width AP-SC4072-15-87-40 Series Skid Cutter, 72" Width	$9,801.00
Configured Price:	$115,877.00
Sourcewell Discount:	($28,080.99)
SUBTOTAL:	$87,796.01
Dealer Assembly:	$0.00
Freight Cost:	$831.25
PDI:	$400.00
Total Unit Price:	$89,027.26
Quantity Ordered:	1
Final Sales Price:	$89,027.26

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.41.24

Orlando Freightliner Inc.
2455 S. Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 122
407-291-8408 fax
407-509-6651 cell

2-11-25

To Josh Crosby at The City of Winter Haven

Orlando Freightliner is pleased to quote the following Freightliner M2 106 via the 2024-2025 Florida Sheriffs Association bid #FSA23-VEH21.1

Spec #44	*$80,922.00*
33000GVW	*$11,815.00*
650-008 air ride cab	*$ 73.00*
727-1AF air horn	*$ 81.00*
756-338 air ride drivers seat	*$ 125.00*
Winter Haven options;	
16' contractors dump (cost plus 5%)	*$ 36,855.00*
Total	*$129,871.00*

Sincerely,

Bob Scharpnick
Municipal Sales
Orlando Freightliner
Polk Freightliner
Freightliner of Ocala

Quote WEI-007041

Date 2/11/2025

Warren Equipment, Inc.
2299 Highway 92 East
Plant City FL 33563

Phone (800) 752-9469
Fax (813) 754-9545
WarrenTrailers.com

Bill To	Ship To	Contact
ORLANDO FREIGHTLINER 2455 SOUTH ORANGE BLOSSOM TR APOPKA FL 32703	ORLANDO FREIGHTLINER 2455 SOUTH ORANGE BLOSSOM TR APOPKA FL 32703	Bob Scharpnick (407) 295-3846 Ext. 0121

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ORL703	RFLAVIN	CUSTOMER PICKUP	net10	0/0/0000	29,540

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	C-16	DUMP BODY - CONTRACTOR - 16' Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 48" 10 GA A1011 Side / Material: 24" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: UMB-5590 Hydraulics: 82 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount	EA	$35,100.00	$35,100.00
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 12 Slope: None Chains: 5/16" Double Acting: No High Lift Gate: No Side Swing - Ground Operated: Yes Center Opening: No Material Gate: None Water Tight: None	Each	$0.00	$0.00
1	DB OPTIONS #1	Cabshield: Full Width-1/2 (24") Asphalt Apron: 6" Bolt On: No Center Board Pockets: No	Each	$0.00	$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: None Lights Specs: Four Corner Oval Strobes, One (1) in each rear post and Two (2) in cabshield Lights Specs: Rotating Amber Beacon On top of Cabshield	Each	$0.00	$0.00
1	DB OPTIONS #2	Back-Up Alarm 18x18x48 Toolbox	Each	$0.00	$0.00
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 82 CC Gear Pump w DIN Shaft Console: Warren Deluxe Console Conspicuity Tape: Yes Mudflaps and Brackets: Yes	Each	$0.00	$0.00

Quote WEI-007041

Warren Equipment, Inc.
2299 Highway 92 East
Plant City FL 33563

Phone (800) 752-9469
Fax (813) 754-9545
WarrenTrailers.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	ORL703	RFLAVIN	CUSTOMER PICKUP	net10	0/0/0000	29,540

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
		Chrome Turnouts: No Splash/Gravel Guards: Yes Side Boards: Inverted Angle Sides Only Covers: No Wires in Conduit No Delivery Fuel/Charges: No			
1	PAINT	Color: Warren Black (800-80007)	Each	$0.00	$0.00
1	PTO	POWER TAKE OFF PTO Muncie A20 Series (Auto) Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	$0.00	$0.00
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Donovan Manual / Electric: Electric Type: Arm Aluminum / Steel: Aluminum Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Mesh Side Flaps: No	EA	$0.00	$0.00
1	REQUIREMENTS	CA Requirement - 132" CA Afterframe Requirement - 48" CT Requirement - 114" CT Afterframe Requirement - 66" Space needed to be clear is between 62"-86" from rear of cab. If applicable, for in dash PTO switch to be used, dealer will provide PTO Drop Out Harness If tow package option is selected, dealer will provide air/electric to end of frame	Each	$0.00	$0.00

Quotation reviewed and accepted by:
(signed)_____
Please fax back to us for entry as an order
NOTE: Quotation good for 7 days only, please call

Subtotal	$35,100.00
Misc	$0.00
Tax	$0.00
Ship & Handling	**149**.00
Trade In Allowance	$0.00
Total	$35,100.00

SALES INVOICE

DUVAL FORD

P.O. BOX 7687
JACKSONVILLE, FLORIDA 32238
TELEPHONE (904) 388-2144

SOLD TO CITY OF WINTER HAVEN

PO BOX 2277

WINTER HAVEN, FL 33883

DATE 02/05/2025

INVOICE NO.	DATE OUR CHARGE	YOUR ORDER NO.	TYPE CAR	I.D. OR LICENSE NO.	SIGNED FOR BY
REC32941	02/05/2025	2023-00000302	FORD	1FTBF2AAXREC32941	

QUANTITY	PARTS NO.	ARTICLE		
1		1FTBF2AAXREC32941 2024 FORD SUPER DUTY F-250 8375	CASH PRICE	66,556.49
			TRADE ALLOWANCE	N/A
			CASH DIFFERENCE	66,556.49
			EXT. SERVICE PLAN	N/A
			DELIVERY FEE	N/A
			TIRE/BATTERY FEE	6.50
			SALES TAX	N/A
			DOC. HANDLING FEE	N/A
			TAG & TITLE	N/A
			TRADE IN PAYOFF	N/A
			CASH BALANCE DUE	66,562.99
			LESS REBATE	N/A
			DEPOSIT	N/A
			TOTAL DUE	66,562.99

PLEASE RETURN PINK COPY WITH PAYMENT

PER FLORIDA STATE STATUTE 218.74 *"All payments, other than payments for construction services, due from a local government entity and n made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.*

DATE: April 2, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director
Clyde Carson, Solid Waste Superintendent
Aaron Russell, Fleet Manager

SUBJECT: Purchase of 2026 Autocar ACX64 with New Way Sidewinder Refuse Body for Residential Solid Waste Collection

BACKGROUND

The Residential Solid Waste Division utilizes automated sideload collection vehicles for residential garbage and recycling collections. Over the past five years, the City has experienced steady growth, adding approximately 1,000 residential solid waste customers annually. As new residents move in, they expect seamless solid waste services from day one.

To meet this demand, additional residential trucks were included in the FY24/25 budget for purchase. A quote has been obtained from Tampa Florida Kenworth (CSM Companies) for the purchase of a 2026 Autocar ACX64 with a New Way Sidewinder 31-yard refuse body. This vehicle will be purchased via the Florida Sheriff's Contract (FSA23VEH-21.0).

Once a purchase order is issued, the vehicle is expected to be delivered within 12 to 15 weeks. The chassis is already complete, and final upfitting of the New Way body will be scheduled upon receipt of the purchase order.

FINANCIAL IMPACT

The total cost of the vehicle is $441,991.50 and is budgeted within the Residential Solid Waste budget for the purchase of an automated garbage truck.

STRATEGIC PLAN ALIGNMENT

- This is a routine purchase associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it aligns with the strategic pillars of Quality of Life, Environmental Stewardship, and Responsible Government.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of the 2026 Autocar ACX64 with a New Way Sidewinder 31-yard body and authorize the City Manager to issue a purchase order to Tampa Florida Kenworth in the amount of $441,991.50 and take all additional actions necessary to secure the purchase and delivery of the vehicle.

ATTACHMENT

- CSM Companies Quote

City of Winter Haven
Prepared for: Brittany Hart
2501 Motor Pool Rd
Winter Haven, FL 33881

6905 East Drive, E M.L.K. Jr Blvd.
Tampa, FL 33619
813-426-6643
Salesman Name: Sarah Bielinksi

Florida Sheriffs Bid
FSA23VEH-21.0
Item #82 - 60,000 lb GVW Truck
1 Autocar ACX /New Way Side Loader

Quote Date
September 17, 2024

Code	Bid Specification – Options	Price	Extension
Base Specification	2026 Autocar Chassis ACX 64	$204,974.00	$204,974.00
1012300	Engine L - 9 380 HP	-$4,308.00	-$4,308.00
			$0.00
66K GVW PKG	Inc: 20K FA, 46K RA, Susp, DBL Frame, Steer, Ft Tire, Bdy	$13,976.00	$13,976.00
5000002	ACX- Cab with right hand steer	$479.00	$479.00
4682000	Oil Pan Guard	$177.00	$177.00
8020006	Alternator: Delco 28SI 200 amp Pad Mounted	$186.00	$186.00
333014			$0.00
9140016/9342009	Rear Tires: 315/80R22.5 Tires & 9.0" Steel Wheels	$766.00	$766.00
661002	Cab Tilt / Air Assist	$279.00	$279.00
	Power Windows	$733.00	$733.00
6220018	Dual Remote Power Mirrors Black, Heated, W / Marker Light	$606.00	$606.00
05UNP	Cab Corrosuion Inhibitor	$600.00	$600.00
05UNP	Two Stage Air Cleaner	$295.00	$295.00
05UNP	Transmission & Oil Sample ports	$125.00	$125.00
05UNP	Convex Mirrors	$225.00	$225.00
SAFETY	Cab Fire Extinguisher & Safety Triangles	$413.00	$413.00
TEMP TAG	Temporary tag	Included	#VALUE!
NEWTAG	New Permanent City Tag	Included	#VALUE!
Warranty	Allison 5 year extended warranty	$1,621.00	$1,621.00
Warranty	5 Year/150k Mile Engine and After Treatment warranty	$3,060.00	$3,060.00
05UNP	Holding Costs @ Body Factory	$10,000.00	$10,000.00
NEWWAY ASL	New Way Side Loader with Winter Haven Options - See Body spec for details	$207,784.50	$207,784.50
	FSA AWARDED CONTRACT flsheriffs.org | 850-877-2165 | cpp@flsheriffs.org		
Included	**Florida Sheriffs Admin Fee**		
	Total Price	**$441,991.50**	**$ 441,991.50**

DATE: April 2, 2025

TO: Mayor and City Commissioners

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

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Developer's Agreement – The Carl Winter Haven, LLC

BACKGROUND

Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370.

The Carl Winter Haven, LLC has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Real Estate Development Accelerator II, for an infill project known as The Carl. The TIF rebate is paid annually from the tax increment generated from the project for a defined period of time. The applicant has requested, and provided documentation to support, the reimbursement option of 90% of the project's generated tax increment for the first 10 years, 75% of the project's tax increment for years 11-15, and 65% of the project's tax increment for years 16-20. The applicant has also requested reimbursement of projected water and wastewater connection fees of one-fourth each year of four years.

The Carl is a proposed 8 story, apartment building that will consist of 81 Flatiron-style units, ranging from 560 to 1,083 square feet. Amenities will include a clubhouse, pool, patios, courtyard, fitness center, elevators, and business center. This project will also include 850 square feet of commercial leasable on the first floor.

Total project cost is projected at approximately $26.74 Million and will be financed using approximately 35% private equity and 65% construction loans.

FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself. Reimbursement of water & sewer impact fees will be budgeted to be paid from the Economic Development line item of the Downtown CRA budget.

CRA PLAN ALIGNMENT

- Goal 4: Encourage Housing Investments and Promote Housing Development Opportunities
    - Objective: 4.1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.

- Objective: 4.2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.
- Objective: 4.5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their February 3, 2025 regular meeting, unanimously recommended approval of the Developer's Agreement to the CRA Board.

CRA BOARD ACTION

The CRA Board, at their March 10, 2025 regular meeting, unanimously approved the Developer's Agreement.

STRATEGIC PLAN ALIGNMENT

- Pillar: Economic Sustainability
- Goal: 1.3 – Cultivate a development & redevelopment environment that encourages a variety of business opportunities
- Strategy: 1.3.1 – Conduct an assessment of existing commercial entities, solicit the consumer perspective on what's missing, and create a strategy of appropriate recruitment actions.

The project also aligns generally with the Quality of Life Pillar.

RECOMMENDATION

Staff recommends the City Commission approve the Developer's Agreement with The Carl Winter Haven, LLC.

ATTACHMENTS

- Developer's Agreement
- The Carl Application

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2025, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,** a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and **THE CARL WINTER HAVEN, LLC,** a Florida Limited Liability Company (hereinafter referred to as "The Carl"), their successors or permitted assigns.

WHEREAS, pursuant to CRA Resolution R-21-01 and Section 163.370, Florida Statutes, the CRA and/or City have the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under Section 163.370 of the Florida Statutes; and

WHEREAS, The Carl is planning to develop not more than 81 multi-family residential units, as part of a mixed use infill development project, upon certain real property specifically described on Schedule A attached hereto and incorporated herein by reference (hereinafter the "Property"): and

WHEREAS, said development is planned to include, but not be limited to, the construction of not more than 81 multi-family rental units and associated utility and infrastructure improvements to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Florida Building Code, and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

WHEREAS, The Carl has committed to undertake the design and construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

WHEREAS, the Project is located within the Downtown Community Redevelopment Area, will enhance the economic diversity of the CRA, and is anticipated to increase the ad valorem taxable value of the site by $15 million or more; and

WHEREAS, construction costs in the City of Winter Haven are similar to the costs realized in competing regional markets and are coupled with lower market rental rates for Downtown multi-family residential units, potentially creating a pro forma gap; and

WHEREAS, the addition of 81, Class A multi-family rental units to the Downtown CRA promotes economic vitality and resiliency; and

WHEREAS, The Carl has made application to the CRA to receive an annual reimbursement of 90% of the Project's actual tax increment for years 1 through 10, and reimbursement of 75% of the Project's actual tax increment for years 11 through 15, and reimbursement of 65% of the Project's tax increment for years 16 through 20, for a total of 20 years.

WHEREAS, the estimated City water and wastewater connection fees for the Project will be approximately $611,477; and

WHEREAS, The Carl has requested, and sufficiently demonstrated the need for, additional development incentives equal to the estimated amount of City water and wastewater connection fees required as a result of the Project on the Property; and

WHEREAS, The Carl has requested and agreed that CRA reimbursement of the estimated City water and wastewater connection fees shall occur in four (4) equal reimbursement payments annually, with the first reimbursement payment upon confirmed payment of City water and wastewater connection fees, in full, to the City Winter Haven Utility Department, then annually thereafter until the reimbursement obligation is fulfilled; and

WHEREAS, the Downtown CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held February 3, 2025 to recommend approval of the Agreement to the CRA Board and the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals and above Whereas clauses are true and correct and are hereby incorporated by reference as a factual basis for the entry into this Agreement.

2. **Real Estate Development Accelerator II (REDA II).** Pursuant to CRA Resolution R-CRA-21-01, The Carl shall be eligible to receive Tax Increment Financing rebates of not to exceed 90% of the Project's actual tax increment for years 1 through 10, and reimbursement of 75% of the Project's actual tax increment for years 11 through 15, and reimbursement of 65% of the Project's tax increment for years 16 through 20. The Project Tax increment rebates shall be paid annually for 20 years, or for as long as the CRA exists, whichever is earlier, commencing with the tax year when the improvements associated with a particular unit of the Project generate a tax increment and taxes are actually paid and received by the City and/or CRA. The payment of the aforementioned rebate is subject to actual receipt by the City and/or CRA of tax increments for the subject units.

3. **Additional Development Incentive – Reimbursement Grant of Tax Increment Funds for Utility Improvement Work; Terms and Conditions Thereof.** Upon proof of payment of City water and sewer/wastewater connection fees to the City and confirmed and verified by the City of Winter Haven's Utility Department, the CRA shall reimburse The Carl for per unit City water and wastewater/sewer connection fees actually paid, not to exceed the amount of $611,477. For clarification and as an example: Should the City water and

wastewater/sewer connection fees actually paid exceed the "not to exceed" amount, the CRA shall reimburse $611,477 and no more. Likewise, should the City water and wastewater/sewer connection fees actually paid be less than the "not to exceed" amount, the CRA shall reimburse the lesser amount actually paid.

Reimbursement of the confirmed and verified City water and wastewater connection fees shall occur in four (4) equal reimbursement payments annually, with the first reimbursement payment upon confirmed and verified payment of City water and wastewater connection fees, in full, to The City of Winter Haven Utility Department, then annually thereafter until the reimbursement obligation is fulfilled.

4. **Appropriation and Availability of Funds.** Tax Increment Financing rebates and any reimbursement for City water and sewer/wastewater connection fees authorized by this Agreement are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited as defined in Sections 2 and 3 above of this Agreement, or the expiration/termination of the CRA, whichever is earlier.

5. **Identification of Tax Increment Parcel**. Prior to commencing construction of the Project, The Carl shall cause the Polk County Property Appraiser to issue a single tax parcel identification number for the Property, and such single parcel shall be used to calculate the applicable Project Tax Increment.

6. **Payment.** Provided the terms of this Agreement are satisfied, the CRA and/or the City shall issue payment of the applicable Project Tax Increment contemplated in this Agreement to The Carl, their successors or permitted assigns, within 30 days upon the City's and/or CRA's actual receipt of tax payments in full made by The Carl for the subject Property and provided a final report issued by the Polk County Clerk of the Courts certifying the annual tax increment for the CRA is received by the City and/or CRA and the appropriation of said Funds for payment are made as set forth in Section 4 above.

7. **The Carl Default.** Subject to the provisions of Section 9.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by The Carl hereunder:

7.1 The Carl defaults in the performance of any material obligation imposed upon it under this Agreement and The Carl does not commence to cure such default within thirty (30) days after delivery of written notice of such default from the City and/or CRA and diligently pursue such cure to completion thereafter within forty-five (45) days after delivery of such written notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

7.2 Any express statement, representation or warranty made by The Carl herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations

of the City and/or the CRA hereunder; or

7.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating The Carl bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of The Carl or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to The Carl or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

7.4 Upon the occurrence of any Event of Default by The Carl hereunder; the City and/or CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the City and/or the CRA hereunder, including the reimbursements and annual payments set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the City and/or the CRA at law or equity.

7.5 Notwithstanding anything to the contrary herein, The Carl shall not 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.

8. **City and/or CRA Default; Remedy.**

8.1 Subject to the provisions of Section 9.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the City and/or the CRA hereunder:

8.2 If for any reason the City and/or the CRA fails to timely complete any or all of its obligations under this Agreement and the City and/or the CRA does not commence to cure such default within thirty (30) days after delivery of such written notice of default from The Carl and diligently pursue such cure to completion within forty-five (45) days after delivery of such written notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the City and/or the CRA do not receive and/or are unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to The Carl as a result thereof shall not constitute a default by the City and/or CRA hereunder.

8.3 If at any time there is a default by the City and/or the CRA which is not cured within any applicable cure period provided herein, The Carl shall have the right to seek from the City and/or the CRA, all monetary and/or payment obligations of the City and/or CRA as set forth in this Agreement.

8.4 Notwithstanding anything to the contrary herein, the City and/or the CRA shall not 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.

9. **Miscellaneous.**

9.1 This Agreement sets forth the entire agreement between the parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties, except as otherwise specified in this Agreement.

9.2 This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board and the governing body of the City which approval may not be unreasonably withheld, but may be reasonably conditioned and/or delayed as determined solely within the discretion of the City and/or CRA. In the event that The Carl requests any amendment, modification, change or assignment, in whole or in part, and/or any supplementary action related to the Agreement, then such request must be in writing and accompanied by payment to the City's Director of Economic Opportunity & Community Investment of cleared funds in the amount of $3,500.

9.3 In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

9.4 This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

9.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile or electronic signature shall be deemed an original signature for purposes of this Agreement.

9.6 The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

9.7 The parties agree that they are not partners or joint venturers, and neither is agent for the other.

9.8 This Agreement shall not be binding upon any party until it is executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite

authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

9.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder in whole or in part, without the express written consent of the other party and approved by the CRA Board and the governing body of the City which approval by the governing body of the City and/or the CRA Board may not be unreasonably withheld, but may be reasonably conditioned or delayed as determined within the sole discretion of the City and/or CRA. Provided further that the rights and obligations related to any incentives and/or payments set forth in the Agreement may not be assigned, pledged and/or hypothecated in any manner whatsoever in whole or in part absent specific written approval by the governing body of the City and/or the CRA Board which approval may not be unreasonably withheld, but may be reasonably conditioned or delayed within the sole discretion of the City and/or the CRA. The additional fee required in paragraph 9.2 above of this Agreement shall also be required in the event that any assignment in whole or in part, or other similar request is made hereunder. Any effort by The Carl to attempt to assign, pledge, and/or hypothecate the rights and/or obligations under this Agreement in whole or in part without first obtaining the written approval and/or consent of the governing body of the City and/or the CRA Board shall operate to automatically and immediately invalidate the obligations of the City and/or the CRA under this Agreement and in such event the City and/or CRA shall have no further obligations to make any payments as contemplated in the Agreement.

9.10 No member, official or employee of the City and/or the CRA or the City and/or the CRA staff shall be personally liable to The Carl or to any person with whom The Carl shall have entered into any contract, or to any other person in the event of any default or breach by the City and/or the CRA, or for any amount which may become due to The Carl or any other person under this Agreement.

9.11 Neither The Carl nor the City and/or the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 9.11 shall deliver notice to the other party as provided in Section 9.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

9.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2024), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Indemnified Party") from and against

all suits or actions of any kind including attorney's fees (both trial and appellate) and costs incurred by the Indemnified Party brought against the Indemnified Party based on personal injury, bodily injury, death or property damage, destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any sovereign immunity it may have as provided by applicable law and agrees that any indemnification by the City and/or CRA is subject to the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

9.13 The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

9.14 Neither this Agreement nor the obligations imposed upon the City and/or the CRA hereunder shall be or constitute an indebtedness or general obligation of the City and/or CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City and/or the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City and/or the CRA or other Governmental Authority. The Carl agrees that the obligation of the City and/or the CRA to make any payments by the City and/or the CRA to The Carl pursuant to this Agreement shall be subordinate to the obligations of the City and/or the CRA to pay debt service on any bonds issued by the City and/or the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City and/or CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City and/or CRA in any fiscal year while this Agreement is in effect.

9.15 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

9.16 Notwithstanding any other provision of this Agreement, if an audit of the CITY and/or CRA is conducted regarding the payments made under this Agreement and additional evidence and/or information regarding the payments made under this Agreement is required as determined within the City's and/or CRA's sole discretion then in that event The Carl agrees that The Carl shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CITY and/or CRA relating to payments made by the CRA and/or City under this Agreement within thirty (30) calendar days of receipt of the CITY and/or CRA'S written request for same.

9.17 The words “herein” and “hereof” when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

9.18 All legal actions rising out of or connected with this Agreement must be instituted exclusively in the State Courts of competent jurisdiction located in Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement without regard to any conflicts of laws provisions.

9.19 Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:	T. Michael Stavres, City Manager City of Winter Haven 451 Third Street, N.W. Winter Haven, Florida 33881
For the CRA:	CRA Board Chairman City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to:	Eric Labbe, Director of Economic Opportunity & Community Investment City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33831
For The Carl:	Mark DiMaria 360 Central Avenue, Suite 800D St. Petersburg, FL 33701

With a copy to: (which shall not constitute notice)	Jason Fracassa, CFO Six/Ten Corporation 56 Fourth Street NW, Suite 200 Winter Haven, FL 33880

Each party shall be responsible for notifying the other party of any change in their address.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

By:_____
Nathanial J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

THE WINTER HAVEN COMMUNITYREDEVELOPMENT AGENCY

By:_____
Print Name: Brian Yates
As its: Chairman
_____, 2025.

THE CARL WINTER HAVEN, LLC,
a Florida Limited Liability Company

_____

By:_____
As:_____
_____, 2025.

_____
Two Witnesses

Schedule A

A portion of Polk County Parcel 26-28-29-626000-000010 as is generally depicted below.



Containing 1.94 Acres more or less.

WINTER HAVEN

The Chain of Lakes City





CRA

DEVELOPMENT INCENTIVE PROGRAM

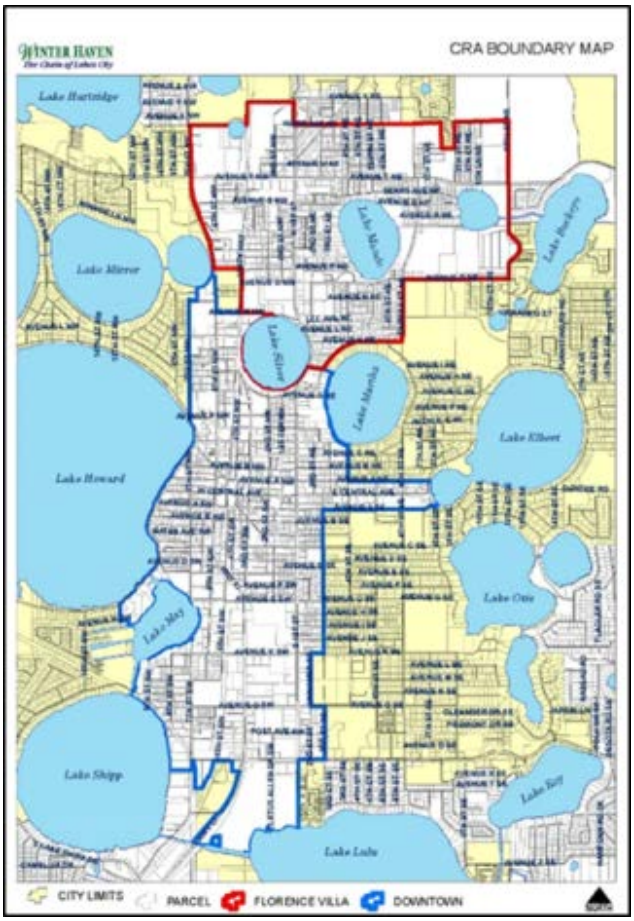
Updated: June 2022

Introduction

In order to encourage further redevelopment activity within the Downtown and Florence Villa Community Redevelopment Areas, the Winter Haven Community Redevelopment Agency (CRA) Board approved Resolution R-21-01. If successful, these measures will help spur new development in the two CRA districts.

History

The success of the CRA's community redevelopment efforts is dependent upon the economic vitality of the area. The CRA plans for the two districts include strategies consistent with the implementation of Economic Development Incentive Programs designed to catalyze investment, promote opportunities for new and expanding businesses, create jobs, and address housing affordability. The Winter Haven Community Redevelopment Agency fosters expansion of existing businesses and industry, attraction of new high-skill, high-wage business and industry, and expansion of economic and job opportunities for Winter Haven residents.



Eligible Areas

The project associated with an application for development incentives must be located within one of the City's two CRA areas.

Development Incentives Overview

Real Estate Development Accelerator (REDA) - This incentive is for large-scale development projects that enhance the economic diversity of the CRA and are anticipated to increase the ad valorem Taxable Value of the subject site by $5 million or more. This incentive can be utilized in the form of land mark-down (if city-owned land is needed), infrastructure improvements, Tax Increment Financing rebates, water/sewer fees or similar types of assistance. Each project to be negotiated on an individual basis with city staff, based on an evidenced economic gap in a development pro forma. Incentive schedule negotiable, but typically to be paid as a reimbursement to the developer upon proof of payment of annual property taxes. Incentives to pay for water, wastewater, and similar fees may be internally transferred from the CRA to the City as appropriate to offset certain expenses prior to construction. Annual incentive reimbursement payments to the developer not to exceed 60% of the actual tax increment from the project.

Real Estate Development Accelerator II (REDA II) - This incentive is for large-scale development projects that enhance the economic diversity of the CRA and are anticipated to increase the ad valorem Taxable Value of the subject site by $15 million or more. This incentive can be utilized in the form of land mark-down (if city-owned land is needed), infrastructure improvements, Tax Increment Financing rebates, water/sewer fees or similar types of assistance. Each project to be negotiated on an individual basis with city staff, based on an evidenced economic gap in a development pro forma. Incentive schedule negotiable, but typically to be paid as a reimbursement to the developer upon proof of payment of annual property taxes. Incentives to pay for water, wastewater, and similar fees may be internally transferred from the CRA to the City as appropriate to offset certain expenses prior to construction. Annual incentive reimbursement payments to the developer not to exceed 90% of the actual tax increment from the project.

Housing Investment Program (HIP) - Developers of, new housing units, or renovations of existing housing units that increase the taxable value of the project by at least 100%, for sale/for rent residential projects investing at least $2 million dollars may be eligible for development assistance as determined by CRA staff as may be directed by the City Manager or his designee. Projects could qualify for a $10,000 per unit incentive for multi-family rental housing or percentage tax increment rebate as described below. Restricted or targeted specialty housing types (e.g. including but not limited to, special needs, assisted living, nursing homes, and student housing) do not qualify for this incentive.

Developers to be given the choice of A. or B. below, plus the option of the Smart City Bonus:

A. Reimbursement not to exceed $10,000 per unit from the project's actual tax increment; or,

B. Reimbursement of up to 80% of the project's actual tax increment for years 1-5 and reimbursement of 70% of the project's tax actual increment for years 6-15; and,

Smart City Bonus: Both A. and B. above could also receive $1,500 per unit grant upon completion of construction when the project includes three or more approved Smart City technologies as provided by the Smart City Advisory or City Staff.

Outdoor Café Furniture Grant - Designed to help with recovery of Downtown restaurant businesses, promote the increased use of the Downtown Community Redevelopment Area, improve the economic vitality and vibrancy of the community, encourage safe distancing measures as may be needed from time-to-time, and to compliment the recently budgeted design and construction of new outdoor café space. The Outdoor Café Furniture Grant Program enables qualified property owners or restaurant tenants to furnish approved outdoor, side-yard, or sidewalk café areas, within the C-1 (Downtown) Zoning District, with outdoor furniture consistent with the 'brand' of downtown Winter Haven by making available one-time grants of up to 90% of outdoor furniture cost, up to $3,000, for purchase and installation of approved outdoor dining furniture.

Façade and Exterior Improvement Program (for Developers) - A reimbursement program which provides (a) reimbursement of up to 50% of a façade, not to exceed $15,000; or (b) in a targeted area within either the Downtown or Florence Villa Community Redevelopment Areas, a maximum reimbursement not to exceed $25,000 where a Developer has actually incurred costs and expenses in the amount up to $ 50,000 dollars; for a façade project where the developer has provided CRA staff with adequate proof and back-up evidencing and verifying such expenditures as determined by CRA staff as may be directed by the City Manager or his designee. Eligible improvements may include hardscape, awnings, exterior painting, brick repointing, lighting and any other approved exterior improvement as determined by CRA staff as may be directed by the City Manager or his designee. Incentive to be paid annually to Developer after City and/ or CRA receipt of tax increment portion of ad valorem taxes paid for the subject property. Annual incentive payments shall not exceed 100% of the actual tax increment revenue generated from the project and subject property and actually received by the City and/ or CRA. Individual proposed written agreements reflecting all terms of such incentives will be presented to the CRA Board for consideration and approval in a form and manner satisfactory to the City Manager and the City Attorney.

Local Infrastructure Gap - This incentive is designed to reimburse developers of new or existing buildings (rehabilitations of more than 50% of assessed value) within the Community Redevelopment Area (CRA) where city development code may require an off-site sidewalk connection in order to achieve a residential density bonus. Funding is available annually on a first come, first serve basis. All guidelines for reimbursement are included in the Application.

Commercial Redevelopment - Redevelopment of existing buildings within the Downtown Community Redevelopment Area and/or Florence Villa Community Redevelopment Area that will increase in ad valorem Taxable Value by at least 100%, and where retention of historic or authentic character are evidenced by exterior appearance and/or publicly accessible interior features as determined by the CRA staff as may be directed by the City Manager or his designee. Such redevelopment may be eligible for development assistance up to 50% of the actual tax increment created from the project and the subject property for up to 10 years, based on the following schedule. Project Year Rebate Year 0 0% Year 1 50% Year 2 50% Year 3 50% Year 4 50% Year 5 50% Year 6 50% Year 7 50% Year 8 50% Year 9 50% Year 10 50%

Capital Improvement Grant Program - Annual reimbursement of Tax Increment Revenue, up to 50% of the previous year annual "interest only" portion on the principal amount of a loan obtained for rehabilitation or renovation of a project located in the Downtown Community Redevelopment and/ or Florence Villa Community Redevelopment Areas. Amortized points, fees and closing costs are not reimbursable. Loans from participating lenders would be based on the lower of prime rate or actual loan interest rate. * The maximum reimbursement would be based on the annual amount of Tax Increment Revenue actually received by the CRA from the project and the subject property under the following schedule: Project Year Rebate Year 0 0% Year 1 95% Year 2 85% Year 3 75% Year 4 50% Year 5 50% Year 6 50% Year 7 50% Year 8 50% Year 9 50% Year 10 50% Lenders to be identified. Individual proposed written agreements reflecting all terms of such incentives will be presented to the CRA Board for consideration and approval in a form and manner satisfactory to the City Manager and the City Attorney.

Application/Approval Process

Step 1 - Applicant initiates the approval process by completing the attached application and submitting it to CRA staff **prior to commencement of construction or work.** Demolition and other minor site work shall not disqualify an application. CRA staff will review the application and schedule a meeting with the applicant within 15 business days of submittal in order to determine that the application is complete and sufficient. The applicant will be advised in writing of any insufficiencies within ten (10) business days of the date of the meeting set forth above.

Step 2 - Applicant meets again with CRA Staff after the application has been determined to be complete and sufficient to present and discuss their intentions with the property and outline the need for assistance.

Step 3 - Applicant and CRA Staff work together to negotiate the business terms of a Development Agreement.

Step 4 - Applicant and CRA staff present negotiated Development Agreement to the appropriate CRA Advisory Committee for discussion, recommendations and endorsement to proceed to CRA Board for approval.

Step 5 - If the Development Agreement is affirmatively endorsed by the applicable CRA Advisory Committee, and is in a form and manner satisfactory to the CRA staff, City Manager and the City Attorney then the Development Agreement will be presented to the CRA Board for its consideration and approval at the next regular or special called meeting of the CRA Board.

WINTER HAVEN
The Chain of Lakes City

Community Redevelopment Agency

451 Third Street, NW ♦ Winter Haven, FL 33881 ♦ 863-291-5600

APPLICANT INFORMATION
Name: The Carl Winter Haven, LLC
Contact Person (if a corporation): Jason Fracassa
Address: 360 Central Ave Ste. 800D
City, State, Zip: St. Petersburg, Florida, 33701
Phone: (248) 202-4886
Email: jfracassa@devmardevelopment.com
Business Structure (circle): LLC
PROJECT SITE
Address: 250 Magnolia Ave SW
City, State, Zip: Winter Haven, Florida, 33880
Tax ID:
Parcel ID: A portion of Parcel ID: **26-28-29-626000-000010** will be the location of the Project
Does applicant own Project Property: ___**X**___Yes _____ No
If "No", when will property be in control of applicant (own or long term lease): Will acquire ownership before construction
Name on property title: Urban Action LLC
CRA DEVELOPMENT INCENTIVE
Indicate the incentive for this application: Real Estate Development Accelerator (REDA) _____ Housing Investment Program (HIP) ___(Also requesting reimbursement of water connection tap fee) Real Estate Development Accelerator II (REDA II) ____**X**___ Outdoor Café Furniture Grant _____ Local Infrastructure Gap_____ Commercial Redevelopment_____ Façade and Exterior Improvement Program (for Developers)_____ Capital Improvement Grant Program _____

BRIEF PROJECT DESCRIPTION (please use additional sheets if necessary)

Please see attached PowerPoint application

PROJECT INFORMATION

Current status of site: Existing structures_____
Some infrastructure but no structures _____
Vacant lot _**X**_

Status of existing building on site (if applicable): Occupied_____ Partially or completely vacant _**X**_

PROJECT BENEFITS

Describe how this project is consistent with the CRA Plan and benefits the community:

Please See Attached PowerPoint Application

ESTIMATED PROJECT INVESTMENT AND NEED

Current assessed value (base): Estimated as Project is part of larger parcel $450,000 Year: 2024

New capital investment dollars (construction value): Total project costs: $26,920,059
Construction costs: $18,810,650

Total estimated new assessment (post development/provide 5 year projection value): $17,466,530

Please provide a detailed pro-forma demonstrating the need for the requested incentives. This should be accompanied by a narrative explaining the pro-forma and detailing the need for the requested incentives. (Include on separate sheet with application) **Please See Attached PowerPoint application**

CONSTRUCTION SCHEDULE

Less than 12 months:_____ 12-16 months:__**X**__ 16-24 months:_____ Longer:_____
(include a detailed project schedule as a separate attachment) Please see attached for full scheldule

ECONOMIC DEVELOPMENT PROJECT (if applicable)

How many jobs will be created upon completion of the project:
1-5 jobs _____ 6-10 jobs____ 10-50 jobs___**X**___ 50+ _____

Jobs Include: Property manager, leasing staff, maintenance, cleaners, pool team, retail staff, etc.
Does not include 40-50 construction jobs.

INCLUDE WITH THIS APPLICATION

- Photographs of project site and/or building(s)
- Current Survey with description of the project (one written page maximum)
- General description of ownership group and/or applicant's managing members and project managers; name and description of developer (if different from applicant); name and description of construction manager and general contractor (if known at time of application).
- General description of the construction financing package assembled for the project including category sources (loan, equity, tax credit, etc) and amounts and project uses (acquisition, site work, construction hard costs, soft costs).

Example:

Sources	Uses
Equity _____	Acquisition_____
Loan #1_____	Site Work_____
Loan #2_____	Construction Hard Costs_____
Tax Credit Proceeds_____	Construction Soft Costs_____
Other_____	Other Development Costs_____
Total_____	Total_____

- Proposed development plans including site plans/floor plans indicating square footage and layout, renderings and/or elevations.
- Description of parking accommodations for entire development
- Other relevant information as deemed necessary by CRA staff, CRA Advisory Committee, or CRA Board.

CRA staff reserves the right to determine whether an application is sufficient for proper review and presentation to the appropriate CRA Advisory Committee and/or CRA. Staff may waive certain application requirements or request additional information not contained on the application.

Please see attached PowerPoint application for all the info requested on this page.

ADDITIONAL QUESTIONS:

In the past 10 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled been convicted of or pled guilty or nolo contendere ("no contest'') in a domestic, foreign or military court to any felony or misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

Yes No If yes, explain?

Is (1) the applicant, the ownership group or any of its subsidiaries, or (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

Yes No If yes, explain?

In the past 5 years, has (1) the applicant, the ownership group or any of its subsidiaries, (2) any principal executive officer of the applicant or the ownership group or (3) any entity that any principal executive officer of the applicant or the ownership group controls or controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

Yes No If yes, explain?

The undersigned hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this application, that he or she has read this application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

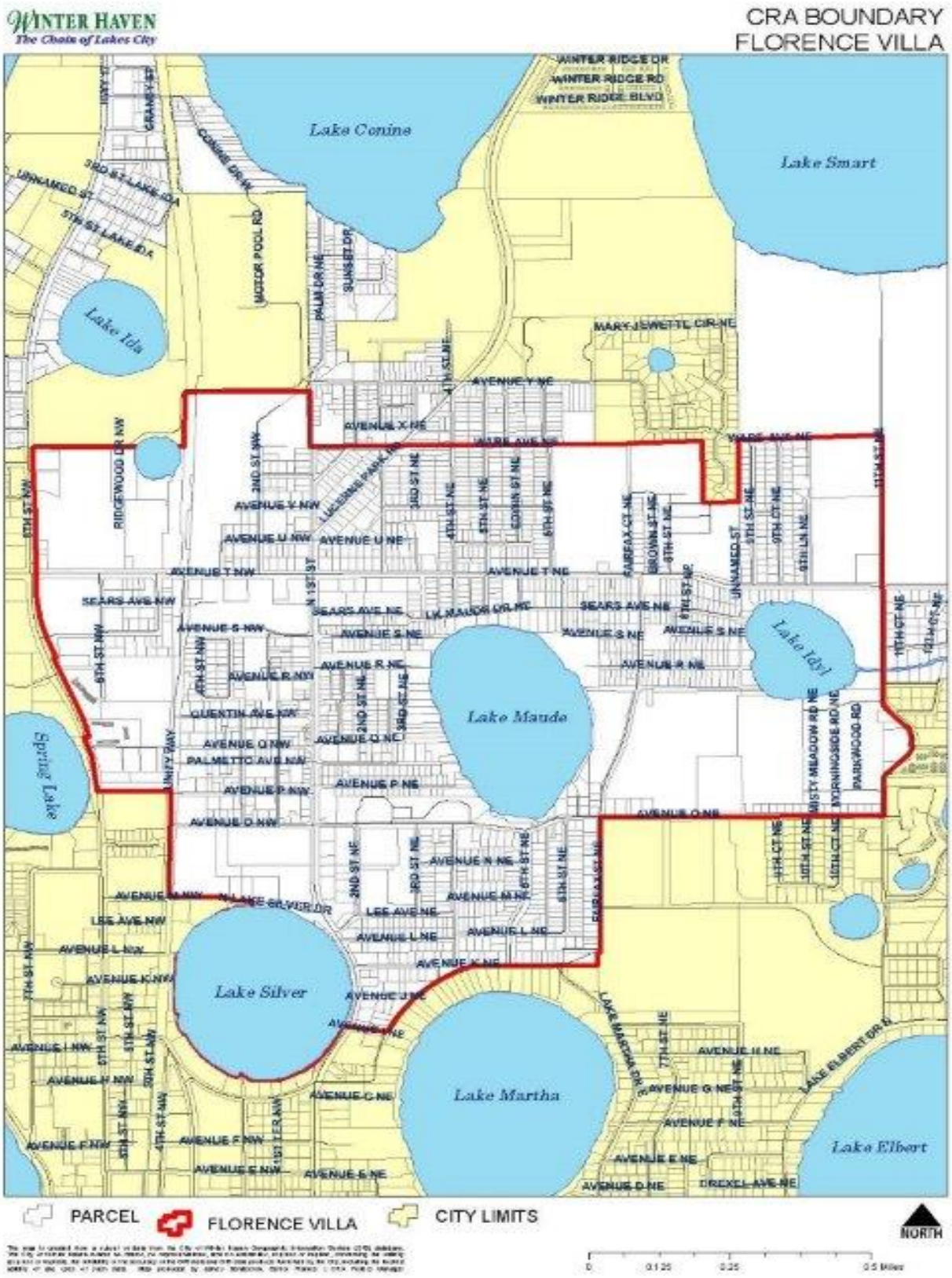
Signature: Jason Fracassa Date: 1/21/2025

Print Name: Jason Fracassa

Title: CFO

Company: The Carl Winter Haven, LLC


WINTER HAVEN
The Chain of Lakes City
CRA BOUNDARY
DOWNTOWN
Lake Mirror
Lake Silver
Lake Martha
Lake Howard
Lake Elbert
Lake Otis
Lake May
Lake Shipp
Lake Lulu
PARCEL
DOWNTOWN
CITY LIMITS
NORTH


WINTER HAVEN
The Chain of Lakes City
CRA BOUNDARY
FLORENCE VILLA
Lake Conine
Lake Smart
Lake Ida
Lake Idyl
Lake Maude
Spring Lake
Lake Silver
Lake Martha
Lake Elbert
PARCEL
FLORENCE VILLA
CITY LIMITS
NORTH

City of Winter Haven
Community Redevelopment Agency
Development Incentive Application
Real Estate Development Accelerator II

The Carl

DATE:

February 3, 2025

Applicant:

The Carl Winter Haven, LLC

Prepared By:

Jason Fracassa and Jacob Baker

jfracassa@devmardevelopment.com

(248) 202-4866



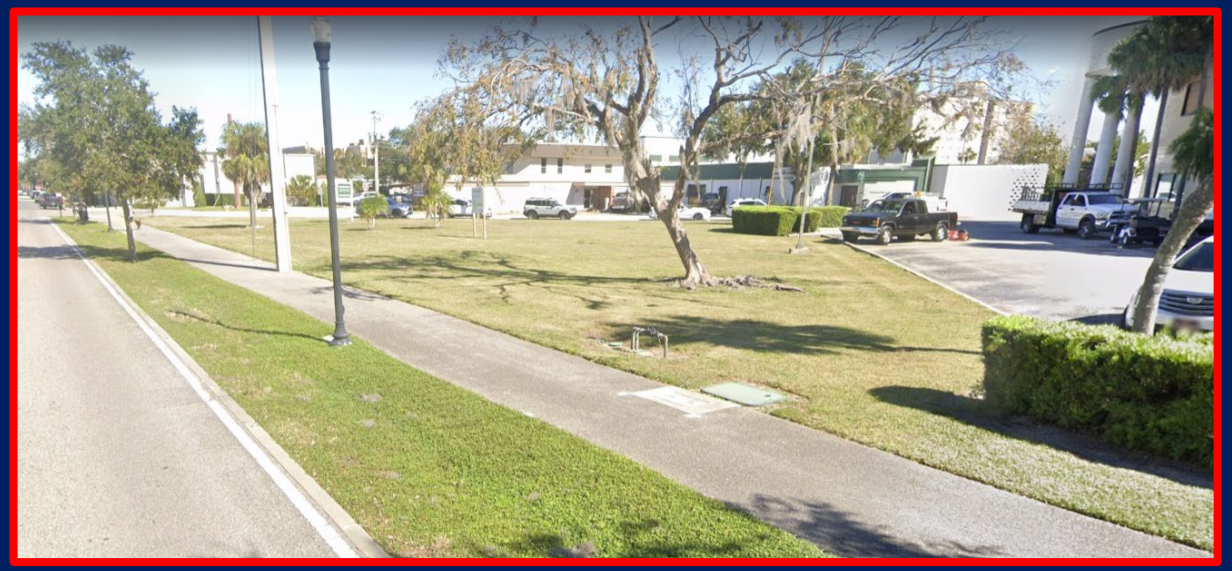
Table of Contents

- *Photographs of Project Site*
- *Description of the Project*
- *General Description of Ownership Group*
- *General Description of the Construction Financing Package*
- *Proposed Development Plans*
- *Description of Parking Accommodations*

A. Photographs of project site and/or buildings.







Project Renderings









B. Description of the project (one written page maximum).

The Carl is a proposed Class A 81-unit, Flatiron-style, rental apartment complex located within downtown Winter Haven ("The Carl" or "Project"). It will be an 8-story concrete construction building consisting of 560 sq. ft. studios, 670 sq. ft. - 680 sq. ft. one bedrooms, and 927 sq. ft. - 1,083 sq. ft. two-bedroom units. Apartment unit amenities include balcony, 9'4 ft. ceilings on floors 2-7, 12 ft. ceilings on floors 1 and 8, walk-in closets, ceiling fans, vinyl flooring, washer and dryer, refrigerator, oven, microwave, and dishwasher. Shared amenities include clubhouse, pool, patios, courtyard, fitness center, elevators, and business center. The Project has 850 sq. ft. of commercial leasable space on the ground floor. The total Project costs is $26,743,407 and will be financed using a combination of a private debt fund construction loan in conjunction with partner equity.

The stated purposes of the Winter Haven Community Redevelopment Agency ("WHCRA") include fostering expansion of existing business and industry, attracting new high-skill, high-wage business and industry, and expanding economic and job opportunities for Winter Haven residents. This Project achieves these objectives by creating construction and ongoing operational jobs and by developing additional housing downtown which, in turn, will provide customers and attendees for existing and future food and beverage businesses, retail businesses, service businesses, and events, thus promoting and advancing the economic prosperity of the WHCRA downtown core.

C. General description of ownership group (if applicable); and/or applicant's managing members and project managers; name and description of developer (if different from applicant); name and description of construction manager and general contractor (if known at time of application).

- **Ownership Group.** The Carl Winter Haven LLC, a Florida limited liability company ("The Carl LLC") is the owner of the Project. The managing member of The Carl LLC is DevMar Development LLC, a Michigan limited liability company ("DevMar"). Limited Partners of The Carl LLC will be identified at a later date.
- **Developer.** DevMar is the primary developer of the Project. Six/Ten, LLC, a Florida limited liability company ("Six/Ten"), is the co-developer of the Project.
- **General Contractor.** It is anticipated, but not confirmed, that Winter Park Construction Co, LLC, a Florida limited liability company, ("Winter Park Construction" or "WPC") will be the general contractor of the Project.
- **Architect.** It is anticipated, but not confirmed, that Place Architecture, LLC, a Florida limited liability company, ("Place") will be the Architect of the Project.

Background summaries of each of the above entities are contained in following pages.

Developer: DevMar

With a focus on creative multi-family residential and loft development in urban settings, DevMar has consistently received accolades and industry respect for its development expertise and branding of successful luxury projects. With creative and experienced leadership and strong financial support, DevMar has established a well-deserved reputation for delivering projects with exceptional vision and economic returns.



Mark DeMaria
Chief Executive Officer



Jason Fracassa
CFO/COO



Randy Semmler
Vice President Construction

DevMar Project: Vantage
Location: St. Petersburg, Florida
Construction Cost: $55,000,000
308,070 SF Total
270 Parking Space Garage
211 Units
11 Stories
Completed 2021





DevMar Project: RainDance
Location: Winter Haven, Florida
Construction Cost: $17,400,000
66,646 SF
105 Units
105 Parking Spaces
6 Stories
Completed Q4 2022





DevMar Project: MintHouse at Metro
Location: St. Petersburg, Florida
Construction Cost: $14,000,000
43,690 SF Total
1,000 SF Retail
7 Stories
Completed Q4 2022





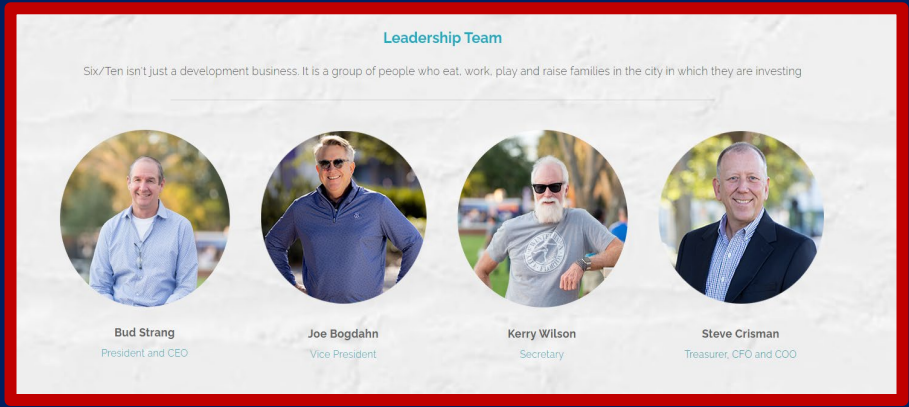
DevMar Project: The Breeze
Location: Winter Haven, Florida
Construction cost: $25,300,000
98,888 SF total
6 Stories
Estimated Completion: Q3 2025





Co-Developer: SIX/TEN

WINTER HAVEN
DEVELOPERS + LANDOWNERS







Six/Ten LLC is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. Their portfolio includes over 850,000 square feet of commercial property, and their projects often center on preserving the historic charm of the area while fostering modern growth.

Notable projects include the renovation of historic buildings like the Beymer Building and the Mann Building, as well as modern developments like the Inland Fiber & Data Park and Bond Clinic's medical offices.

Their efforts are part of a broader initiative to enhance Winter Haven’s downtown, transforming it into a vibrant, walkable community. Six/Ten's goal is to make Winter Haven "the coolest small city in Florida," combining commercial, residential, and cultural elements to attract both businesses and residents.

The company is deeply invested in the local community, with leadership that lives, works, and plays in Winter Haven. This commitment to the city has helped drive a resurgence in downtown development, blending new opportunities with historic preservation.

General Contractor: Winter Park Construction

MEET THE TEAM

For over fifty years, we've not just constructed buildings, but also cultivated a nurturing environment that values the expertise and engagement of our team members. WPC has completed over 200 million square feet of projects, each a testament to our commitment to quality and our innovative spirit. As you meet our team, you'll discover the driving force behind WPC's lasting relationships and our unwavering dedication to Building Beyond the Blueprint®.



Jeff Forrest
President/CEO



Kevin Corrado
Chief Operating Officer



Jefferey P. Forrest
Managing Partner



Sam Miller
Project Executive/Partner

WPC Project: Serenity at Lake Wales

335-unit apartment project in Polk County, FL, with a $33MM Value, completed in May 2021

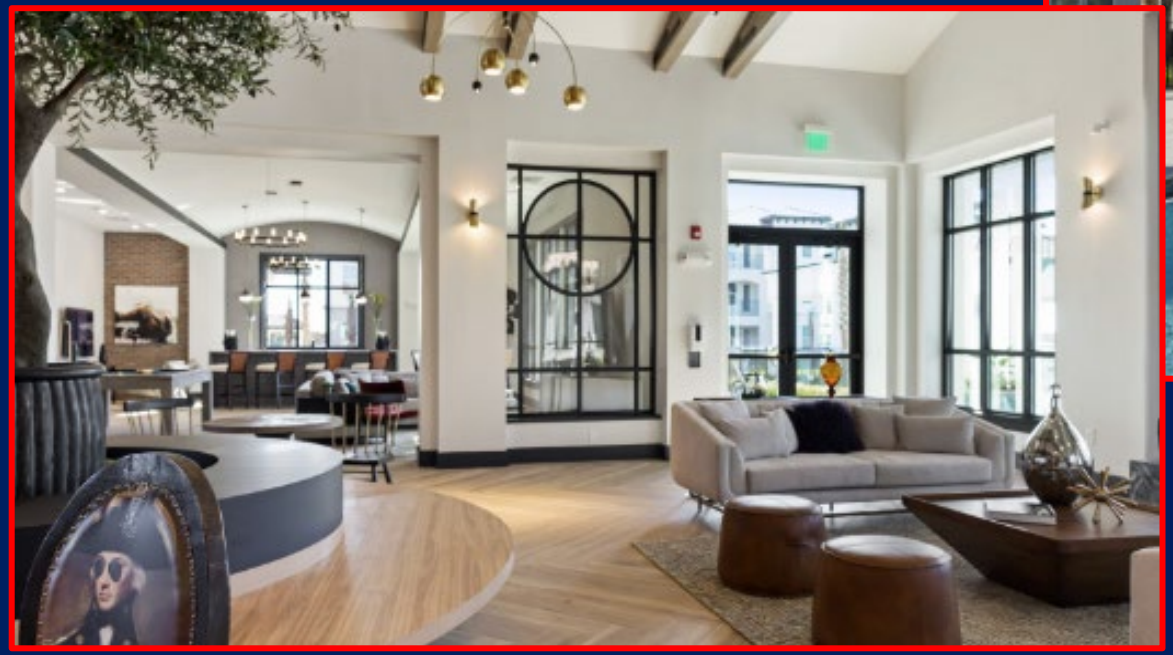




WPC Project: Minneola Hills

297-unit apartment project in Lake County, FL, with a $30.6MM Value, completed in June 2021





WPC Project: Venice Isles

324-unit apartment project in Sarasota County, FL, with a $34.9 MM Value, completed in May 2021





Architect: Place Architecture



PLACE is a team of creative design professionals committed to high quality architecture and urban design.

Tim Clemmons, Jenny Miers and Greg Glenn are the three principals of PLACE

Tim is executive director and establishes the firm's strategic and design direction. The office is divided into two design studios with Jenny and Greg as studio directors. We have a staff of 14 including seven licensed architects and one licensed interior designer. Located in a significant mid-century building in downtown St. Petersburg, our studio space encourages interaction between employees and reflects our philosophy of design as a collaborative enterprise.

PLACE PROJECT: THE NOLAN
LOCATION: 126 4th Ave NE
St. Petersburg, Florida
STATUS: Under Construction,
Estimated Completion 2023
CLIENT: DDA Development





PLACE PROJECT: ELEMENTS ON THIRD
LOCATION: 3201 3rd Ave N,
St. Petersburg, FL 33713
STATUS: Completed 2019
CLIENT: Altis Cardinal LLC





PLACE PROJECT: ARMATURE WORKS
LOCATION: Tampa, Florida
SITE AREA: 3.5 acres
TOTAL BUILDING AREA: 73,000 square feet
STATUS: Completed July 2017
CONSTRUCTION COST: $14 million
CLIENT: SoHo Capital





Armature Works will be the centerpiece of The Heights, a 40-acre mixed-use redevelopment project located along the Hillsborough River just north of downtown Tampa, Florida. The renovated building will include a 22,000 square foot, 16 vendor food market, three restaurants, an 800-seat banquet hall, a 200-seat event space and 12,000 square feet of co-work office space. A new 3-acre plaza between the building and the river will host a variety of activities and special events.

D. General description of the construction financing package assembled for the project including category sources (loan, equity, tax credit, etc) and amounts and project uses (acquisition, site work, construction hard costs, soft costs).

The Financing Package will consist of 65% loan to 35% equity. The total costs of the project is estimated at $26,743,407 with the estimated hard construction costs totaling $18,729,500.

We are requesting the Real Estate Development Accelerator II, a reimbursement of 90% of the project's tax increment for the first 10 years, 75% of the project's tax increment for years 11-15, and 65% of the project's tax increment for years 16-20. We are also requesting that the CRA reimburse the Project for the full amount of the Project's water connection tap fee imposed by the city, the reimbursement to be paid one-fourth each year for four years.

The amounts and Project uses (acquisitions, site work, construction hard costs, soft costs) are described in these spreadsheets that follow this page:

1. Construction cost estimate
2. Development budget
3. Ten-year operating budget
4. COWH CRA incentive breakdown spreadsheet – followed by 50-year tax projection
5. Downtown development benefits to city spreadsheet – project vs not project.

Number 1: Construction cost estimate

CSI Description	Amount	&/Unit	&/NRSF	%
General Conditions	$ 1,283,900.00	$ 16,048.75	$ 20.53	*6.94%*
Inspections, Testing & Warranty	$ 37,000.00	$ 462.50	$ 0.59	*0.20%*
Hoisting & Equipment	$ 401,450.00	$ 5,018.13	$ 6.42	*2.17%*
Division 3 - Concrete	$ 1,672,400.00	$ 20,905.00	$ 26.75	*9.04%*
Division 4 - Masonry	$ 125,800.00	$ 1,572.50	$ 2.01	*0.68%*
Division 5 - Metals	$ 2,014,650.00	$ 25,183.13	$ 32.22	*10.89%*
Division 6 - Carpentry	$ 614,200.00	$ 7,677.50	$ 9.82	*3.32%*
Division 7 - Weather Proofing	$ 619,750.00	$ 7,746.88	$ 9.91	*3.35%*
Division 8 - Doors & Windows	$ 580,900.00	$ 7,261.25	$ 9.29	*3.14%*
Division 9 - Finishes	$ 1,962,850.00	$ 24,535.63	$ 31.39	*10.61%*
Division 10 - Specials	$ 442,150.00	$ 5,526.88	$ 7.07	*2.39%*
Division 11 - Residential Equipment	$ 453,250.00	$ 5,665.63	$ 7.25	*2.45%*
Division 12 - Furnishings	$ 482,850.00	$ 6,035.63	$ 7.72	*2.61%*
Division 13 - Special Construction	$ 412,550.00	$ 5,156.88	$ 6.60	*2.23%*
Division 14 - Conveying Systems	$ 795,500.00	$ 9,943.75	$ 12.72	*4.30%*
Division 21 - Fire Supressions	$ 297,850.00	$ 3,723.13	$ 4.76	*1.61%*
Division 22 - Plumbing Systems	$ 1,531,800.00	$ 19,147.50	$ 24.50	*8.28%*
Division 23 - HVAC Sytems	$ 858,400.00	$ 10,730.00	$ 13.73	*4.64%*
Division 26 - Electrical Systems	$ 2,171,900.00	$ 27,148.75	$ 34.74	*11.74%*
Division 31 - Site work	$ 636,400.00	$ 7,955.00	$ 10.18	*3.44%*
Division 32 - Exterior Improvments	$ 179,450.00	$ 2,243.13	$ 2.87	*0.97%*
Insurance & Bonds - GL Insurance	$ 555,000.00	$ 6,937.50	$ 8.88	*3.00%*
Overhead & Profit	$ 370,000.00	$ 4,625.00	$ 5.92	*2.00%*
Total	**$ 18,500,000.00**	**$ 231,250.00**	**$ 295.89**	*100.00%*

*There are an estimated $229,500 hard costs not the responsibility of the general contractor, making the total estimated hard costs, including construction costs, equal $18,729,500.

Number 2: Development Budget

The Carl • 81 Units • Winter Haven, FL — *1/21/2025*

Investment Summary

DEVMAR

Development

Development Name	The Carl
Development Type	8-Story CIP
Units	81
Gross Square Feet	83,346
Common Area Square Feet	20,153
Rentable Square Feet	64,693
Efficiency	*78%*
Parking	80
Spaces per Unit	1.0
Average Unit Square Feet	780
Average Pro Forma Rent	$1,864
Average Pro Forma Rent / SF	$2.39

Lot

Street Address	250 Magnolia Ave SW
City	Winter Haven
State	FL
ZIP Code	33880
County	Polk County
Parcel ID	Parcel ID
Lot Acres	1.9
Lot Square Footage	84,506

Acquisition

Land Purchase Price	**$1,300,000**
Per Unit	*$16,049*
Per Lot Acre	*$670,103*
Per Lot SF	*$15*

Timing

Event	Date
Land Acquisition	Jun-25
Construction End	Aug-26
Cert. of Occ.	Sep-26
Stabilization	Apr-27
Refinance	Feb-28
Disposition	Jun-30

Development Budget

General Partner	-	0.0%
Limited Partner	9,743,407	36.4%
Senior Loan	17,000,000	63.6%
Total Sources of Funds	**26,743,407**	**100.0%**

Uses	$ Per Unit	$ Amount	% of Uses
Land	16,049	1,300,000	4.9%
Closing Costs	401	32,500	0.1%
Soft Costs	33,734	2,579,563	10.2%
Hard Costs	231,228	18,729,500	70.0%
Contingency	11,561	936,475	3.5%
Interest Reserve	23,457	1,900,000	7.1%
Senior Loan Fee	2,623	212,500	0.8%
Developer Fee	11,111	900,000	3.4%
Tap Fees City Water Utility	7,549	611,477	2.3%
TAP Fees - CRA Reimburse	(1,887)	(152,869)	1.1%
Working Capital	-	-	0.0%
Total Uses of Funds	**330,166**	**26,743,407**	**100.0%**

Unit Mix	Count	SF	Rent	Rent / SF
Studio	7	560	$1,595	$2.85
1x1	45	673	$1,668	$2.48
2x2	29	1,000	$2,233	$2.23

Exclusive of Tax Abatement

Limited Partner	Project	General Partner
6%	Internal Rate of Return	0%
1.4x	Equity Multiple	0.0x
$3,923,380	Net Profit	$0

Inclusive of Tax Abatement

Limited Partner	Partnership	General Partner
13%	Internal Rate of Return	0%
1.6x	Equity Multiple	0.0x
$6,214,718	Net Profit	$383,009

Timing

Construction Duration	14 Months
Lease Up Duration	7 Months
Disposition	Year 5

Growth Rates

Rent	4.00%
Other Income	3.00%
Operating Expenses	3.00%

Refinance Loan

Refinance Toggle	Active
Loan Amount	$19,972,874
Loan to Value	68%
Interest Rate	5.65%
Interest-Only	0 Months
Amortiziation	35 Years

Disposition

Sale Price	**$31,160,781**
Per Unit	*$384,701*
Per RSF	*$482*
Forward Net Operating Income	$1,558,039
Exit Cap	5.00%

Pro Forma / Yield

Gross Potential Income		$1,811,820
[-] Economic Vacancy	*7.0%*	($126,827)
Effective Gross Income		$1,684,993
[+] Other Income / Reimbursements		$198,871
Total Income		$1,883,864
[-] Operating Expenses	*26.6%*	($500,916)
Net Operating Income		**$1,382,948**
Yield on Total Development Cost		5.17%
Market Cap Rate		5.00%
Development Spread		**17 BPS**

Number 3: 10-Year Operating Budget

Operating Year (Stabilized)	1	2	3	4	5	6	7	8	9	10
Rent Index	*$1,864*	*$1,939*	*$2,016*	*$2,097*	*$2,181*	*$2,268*	*$2,359*	*$2,453*	*$2,551*	*$2,653*
Economic Occupancy	*93%*	*93%*	*93%*	*93%*	*93%*	*93%*	*93%*	*93%*	*93%*	*93%*
Expense Ratio	*26%*	*27%*	*27%*	*27%*	*34%*	*33%*	*33%*	*33%*	*32%*	*32%*
Gross Potential Income	**1,811,820**	**1,884,293**	**1,959,665**	**2,038,051**	**2,119,573**	**2,204,356**	**2,292,530**	**2,384,232**	**2,479,601**	**2,578,785**
[-] Physical Vacancy	(90,591)	(94,215)	(97,983)	(101,903)	(105,979)	(110,218)	(114,627)	(119,212)	(123,980)	(128,939)
[-] Non-Revenue	-	-	-	-	-	-	-	-	-	-
[-] Concessions	(18,118)	(18,843)	(19,597)	(20,381)	(21,196)	(22,044)	(22,925)	(23,842)	(24,796)	(25,788)
[-] Bad Debt	(18,118)	(18,843)	(19,597)	(20,381)	(21,196)	(22,044)	(22,925)	(23,842)	(24,796)	(25,788)
Effective Gross Income	**1,684,993**	**1,752,392**	**1,822,488**	**1,895,388**	**1,971,203**	**2,050,051**	**2,132,053**	**2,217,335**	**2,306,029**	**2,398,270**
[+] Tenant Reimbursements	43,971	45,291	46,649	48,049	49,490	50,975	52,504	54,079	55,702	57,373
[+] Retail	21,250	21,888	22,544	23,220	23,917	24,635	25,374	26,135	26,919	27,726
[+] Other Income	133,650	137,660	141,789	146,043	150,424	154,937	159,585	164,373	169,304	174,383
Total Income	**1,883,864**	**1,957,230**	**2,033,471**	**2,112,700**	**2,195,035**	**2,280,598**	**2,369,516**	**2,461,922**	**2,557,953**	**2,657,752**
[-] Administrative	26,325	27,115	27,928	28,766	29,629	30,518	31,433	32,376	33,348	34,348
[-] Marketing	38,475	39,629	40,818	42,043	43,304	44,603	45,941	47,319	48,739	50,201
[-] Payroll	129,600	133,488	137,493	141,617	145,866	150,242	154,749	159,392	164,173	169,099
[-] Repairs & Maintenance	44,550	45,887	47,263	48,681	50,141	51,646	53,195	54,791	56,435	58,128
[-] Turnover Expense	18,225	18,772	19,335	19,915	20,512	21,128	21,762	22,414	23,087	23,779
[-] Contract Services	-	-	-	-	-	-	-	-	-	-
[-] Utilities	113,400	116,802	120,306	123,915	127,633	131,462	135,406	139,468	143,652	147,961
[-] Other	-	-	-	-	-	-	-	-	-	-
[-] Other	-	-	-	-	-	-	-	-	-	-
[-] Other	-	-	-	-	-	-	-	-	-	-
Total Controllable Expenses	**370,575**	**381,692**	**393,143**	**404,937**	**417,085**	**429,598**	**442,486**	**455,761**	**469,433**	**483,516**
[-] Property Taxes	111,175	114,511	117,946	121,484	125,129	128,883	132,749	136,732	140,834	145,059
[-] Property Insurance	113,400	116,802	120,306	123,915	127,633	131,462	135,406	139,468	143,652	147,961
[-] Property Management Fee	56,516	58,717	61,004	63,381	65,851	68,418	71,085	73,858	76,739	79,733
[-] TAP Reimubursement	*(152,869)*	*(152,869)*	*(152,869)*	*(152,869)*						
[-] Other	-	-	-	-	-	-	-	-	-	-
Total Non-Controllable Expenses	**128,222**	**137,160**	**146,387**	**155,911**	**318,613**	**328,762**	**339,240**	**350,057**	**361,224**	**372,753**
Total Operating Expenses	**498,797**	**518,853**	**539,530**	**560,849**	**735,698**	**758,360**	**781,726**	**805,818**	**830,657**	**856,269**
Net Operating Income	**1,385,067**	**1,438,377**	**1,493,941**	**1,551,851**	**1,459,336**	**1,522,237**	**1,587,790**	**1,656,104**	**1,727,296**	**1,801,483**
Yield on Total Development Cost	*5.2%*	*5.4%*	*5.6%*	*5.8%*	*5.5%*	*5.7%*	*5.9%*	*6.2%*	*6.5%*	*6.7%*

Number 4: COWH CRA incentive breakdown spreadsheet

Unicore Millage Rate		13.2752
Totall Millage Rate		19.1312
Total TIF		69.39%
Total Hard Costs	$	18,729,500.00
82.5% Capitalized Value		0.825
Total Taxable Value	$	15,451,837.50
Millage		0.0191312
Annual Taxes	$	295,612.19
City and County Percentage		69.39%
Total City and County Taxes	$	205,126.23
Maximum abatement of 90%		0.9
Total First Stablized Year TIF	$	184,613.61
Total 20 Year Ad Valorem Abatement	$	4,104,260.61
Discount Rate		6.5%
NPV AV Tax Abatement	$	2,187,916.15
Requested Water Tap Fee Reim.		611,477.31
Discount Rate		6.5%
NPV Water Tap Fee	$	523,699.53
NPV of Total Incentive Requested	$	2,711,615.68

Number 4: WHCRA Ad valorem incentive breakdown spreadsheet

	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Total Annual Taxes	147,806	295,612	304,481	313,615	323,023	332,714	342,696	352,976	363,566	374,473
Total Abatement	$ (92,306.80)	$ (184,613.61)	$ (190,152.02)	$ (195,856.58)	$ (201,732.28)	$ (207,784.24)	$ (214,017.77)	$ (220,438.30)	$ (227,051.45)	$ (233,863.00)
	75%	75%	75%	75%	75%	65%	65%	65%	65%	65%
	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Total Annual Taxes	385,707	397,278	409,196	421,472	434,116	447,140	460,554	474,371	488,602	503,260
Total TIF Abatement	$ (200,732.41)	$ (206,754.38)	$ (212,957.01)	$ (219,345.72)	$ (225,926.09)	$ (201,676.69)	$ (207,726.99)	$ (213,958.80)	$ (220,377.57)	$ (226,988.89)
	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Total Annual Taxes	518,358	533,909	549,926	566,424	583,416	600,919	618,946	637,515	656,640	676,339
Total TIF Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Year 31	Year 32	Year 33	Year 34	Year 35	Year 36	Year 37	Year 38	Year 39	Year 40
Total Annual Taxes	696,629	717,528	739,054	761,226	784,063	807,585	831,812	856,766	882,469	908,943
Total TIF Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Year 41	Year 42	Year 43	Year 44	Year 45	Year 46	Year 47	Year 48	Year 49	Year 50
Total Annual Taxes	936,212	964,298	993,227	1,023,024	1,053,715	1,085,326	1,117,886	1,151,422	1,185,965	1,221,544
Total TIF Abatement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

*Year 2 above is first stabilized Project year.

*Years 1-10 are 90% TIF; years 11-15 are 75% TIF; years 16-20 are 65% TIF.

*Years 1-20 total AV TIF incentive = $4,104,260.61, present value of $2,187,916.15 (6.5% discount rate).

Number 5: Downtown development benefits to city spreadsheet – project vs not project

Downtown Development Benefits to City

The Carl Apartments: 81 Residential Units
Gross Square Ft. 83,346.00

					Impact on Winter Haven Completed Project		Impact on Winter Haven No Project	
					20 Years	50 Years	20 Years	50 Years
Direct Impacts To City								
Estimated Ad Valorem For 50 Years and 20 Years/3.0% Escalators					$ 7,572,658.67	$32,233,745.10	$ 194,810.54	$ 678,137.55
Total Tax Abatement Request					$ (4,104,260.61)	$ (4,104,260.61)	$ -	$ -
	City			6.59	50%	$ 2,608,504.47	$11,103,348.47	$ 67,105.12	$ 233,593.63
		Less TIF Rebate				$ (2,037,413.93)	$ (2,037,413.93)		
			Total			$ 571,090.54	$ 9,065,934.54	$ 67,105.12	$ 233,593.63
	County			6.6852	50%	$ 2,646,187.26	$11,263,748.89	$ 68,074.53	$ 236,968.16
		Less TIF Rebate				$ (2,066,846.68)	$ (2,066,846.68)		
			Total			$ 579,340.58	$ 9,196,902.21	$ 68,074.53	$ 236,968.16
			Total		69.39%				
	Local School			2.248	38%	$ 889,820.64	$ 3,787,606.58	$ 22,891.09	$ 79,684.14
	State School			3.048	52%	$ 1,206,482.79	$ 5,135,509.28	$ 31,037.39	$ 108,041.49
	Lake Region			0.3691	6%	$ 146,100.00	$ 621,888.61	$ 3,758.50	$ 13,083.37
	SWFMD			0.1909	3%	$ 75,563.51	$ 321,643.28	$ 1,943.91	$ 6,766.77
	Total non-City/County				30.61%	$ 2,317,966.94	$ 9,866,647.74	$ 59,630.89	$ 207,575.77
	Total from all taxing Authorities			19.1312		$ 3,468,398.06			
Estimated City Franchise Tax On Electric Utilities (7.1%/2.00 PSF)						$ 118,351.32	$ 295,878.30	$ -	$ -
Estimated City Telecommunications Tax ($19,642 annually)						$ 392,840.00	$ 982,100.00	$ -	$ -
Estimated Connection Fees (Est. $603,000)						$ 611,477.31	$ 611,477.31		
Water Connection Tap Fee Reim.						$ (611,477.31)	$ (611,477.31)	$ -	$ -
Estimated Sewer & Water Revenues (0.55 psf/year)						$ 916,806.00	$ 2,292,015.00	$ -	$ -
CoWH Sales Tax Participation (indirect impact only – hard to define)									
Total						**$ 4,896,395.38**	**$31,699,477.79**	**$ 194,810.54**	**$ 678,137.55**

E. Proposed development plans (drawings to scale 1/8 inch =) including site plans, floor plans indicating square footage and layout, elevations as appropriate)

First Floor



Floors 2-7

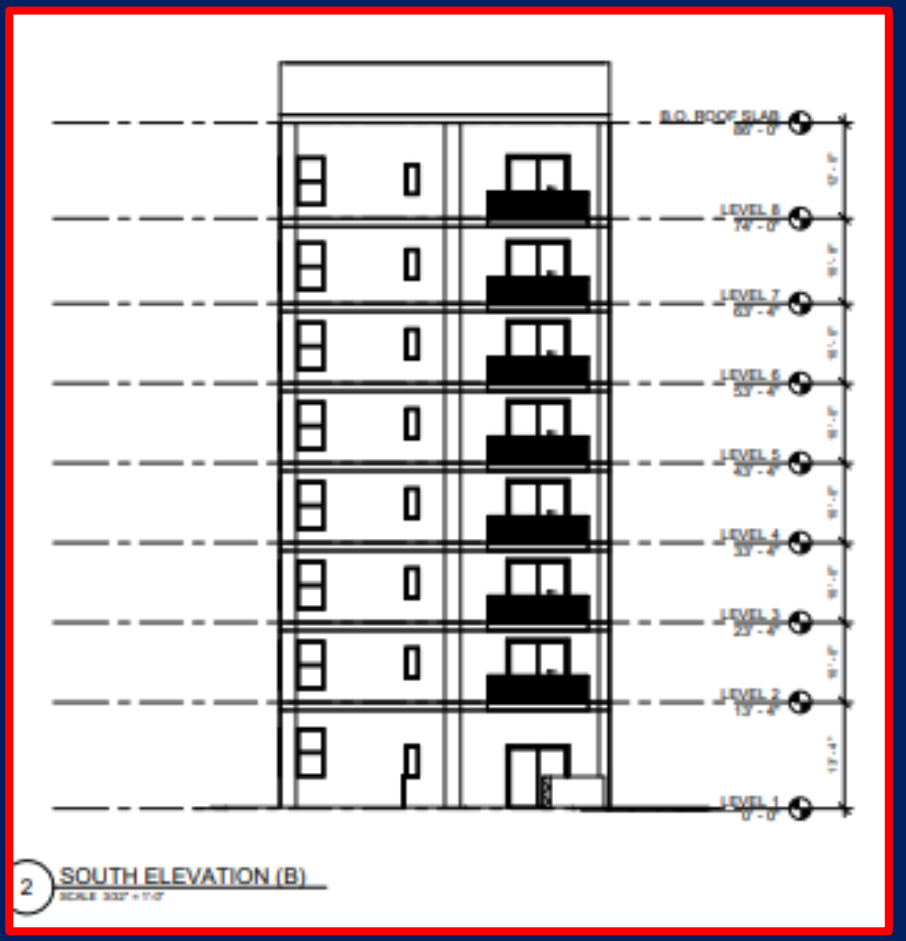

2-B
BALCONY
BALCONY
2-A
TRASH
STAIR 1
1-A
1-B
ELEC.
ELEV
JAN.
STAIR 2
BALCONY
2-C
1-B
1-S
1-A
1-A
1-A
2-B
BALCONY
BALCONY
BALCONY
BALCONY

Eighth Floor



Elevations:





Unit Breakdowns:

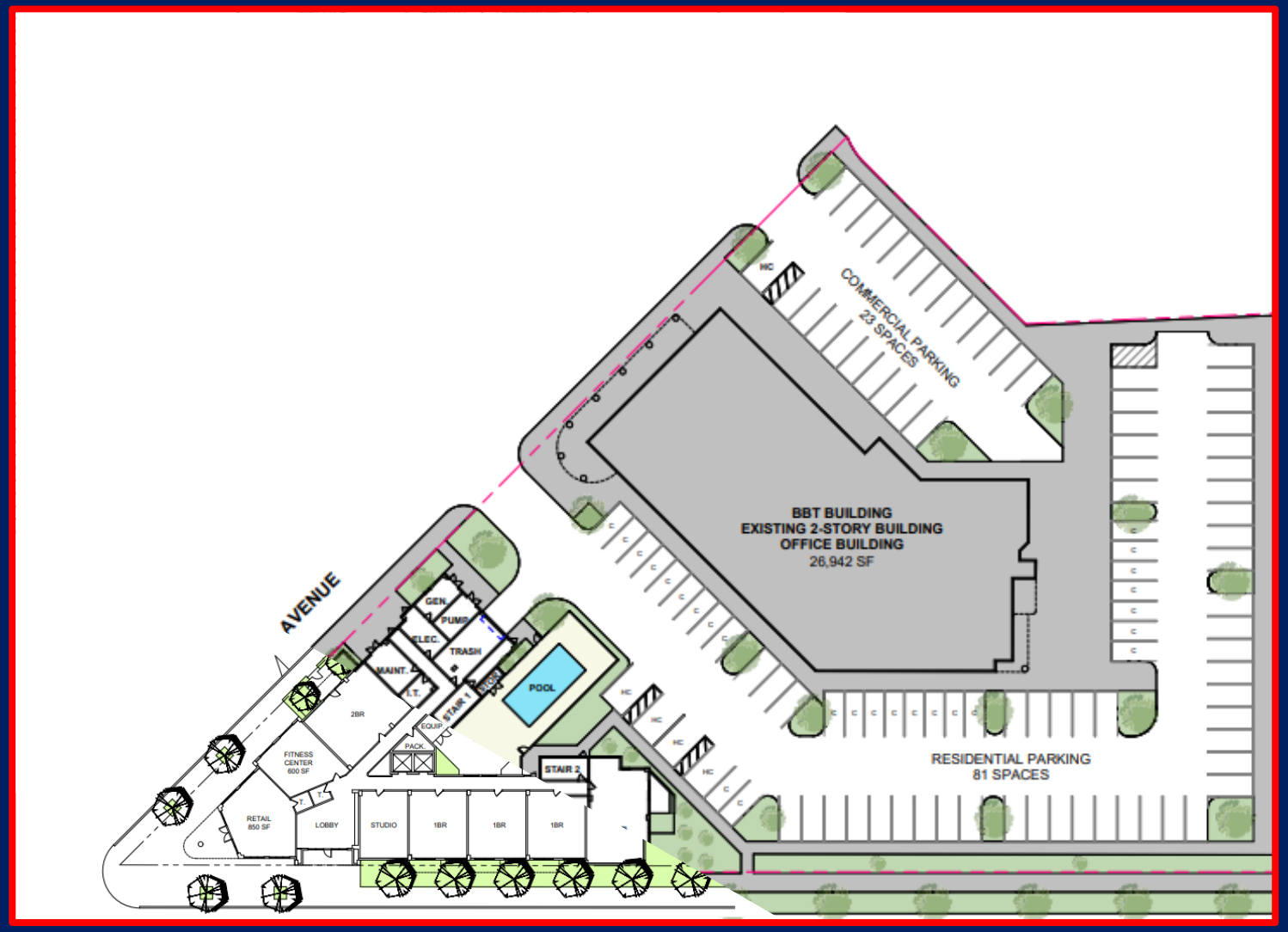
Unit Mix

Floorplan	Type	SF	Unit Count	Rent
1 - Bdrm - B1	Studio	560	7	$1,595
1 - Bdrm - B2	1x1	670	32	$1,665
1 - Bdrm - B3	1x1	680	13	$1,675
2 - Bdrm - C3	2x2	927	7	$2,175
2 - Bdrm - C5	2x2	1,000	15	$2,235
2 - Bdrm - C6	2x2	1,083	6	$2,295
2 - Bdrm - C7	2x2	1,006	1	$2,245

F. Description of parking accommodations for entire development (If parking exempt, provide a calculation of parking demand by the development and the anticipated source(s) of parking supply, i.e, on-street, parking garage, private lease space, etc.)

All parking for the project will be on site and will consist of 81 parking spaces, for 81 apartment units.

Site plan/rendering of the parking layout:



DATE: March 28, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Resolution R-25-13 Acceptance of Warranty Deed from Six/Ten, LLC

BACKGROUND

The City of Winter Haven and Six/Ten, LLC entered into a Developer's Agreement regarding redeveloping certain real property (vacant buildings into restaurant, office, and retail space, along with other improvements) generally described as "Bowen Yard" in downtown Winter Haven, Florida. As part of the development of Bowen Yard, the Developer, Six/Ten, LLC ("Six/Ten, LLC"), agreed to construct 24 public parking spaces and a sidewalk contiguous thereto utilizing both existing City public right of way and property that was owned by Six/Ten, LLC. Six/Ten, LLC has completed the project described above, and has transferred to the City legal title to the parking area adjacent to Bowen Yard.

On January 30, 2025, Six/Ten, LLC, delivered a Warranty Deed to the City of Winter Haven which was recorded on February 4, 2025, in Official Records Book 13420, Page 0474, public records of Polk County, Florida.

The proposed Resolution R-25-13 formally accepts the property from Six/Ten, LLC.

FINANCIAL IMPACT

There is no financial impact anticipated by the passage of Resolution R-25-13.

STRATEGIC PLAN ALIGNMENT

- Pillar: Economic Sustainability
- Goal: 1.4 – Ensure the strategic approach to growth management includes robust public engagement.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-13 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENT

- Resolution R-25-13

RESOLUTION NO. R-25-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT PROPERTY ADJACENT TO BOWEN YARD VIA WARRANTY DEED FROM SIX/TEN, LLC TO THE CITY OF WINTER HAVEN, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE WARRANTY DEED EXECUTED AND DELIVERED BY SIX/TEN, LLC TO THE CITY OF WINTER HAVEN AND RECORDED ON FEBRUARY 4, 2025 IN OFFICIAL RECORDS BOOK 13420, PAGE 0474, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven, and Six/Ten LLC entered into a Developer's Agreement regarding redeveloping certain real property (vacant buildings into restaurant, office, and retail space, along with other improvements) generally described as "Bowen Yard" in downtown Winter Haven, Florida; and

WHEREAS, as part of the development of Bowen Yard, the Developer, Six/Ten, LLC ("Six/Ten, LLC"), agreed to construct 24 public parking spaces and a sidewalk contiguous thereto utilizing both existing City public right of way and property that was owned by Six/Ten, LLC; and

WHEREAS, Six/Ten, LLC has completed the project described above, and has transferred to the City legal title to the Property comprising the parking area adjacent to Bowen Yard; and

WHEREAS, on January 30, 2025, Six/Ten, LLC, a Florida limited liability company, delivered a Warranty Deed to the City of Winter Haven which was recorded on February 4, 2025, in Official Records Book 13420, Page 0474, public records of Polk County, Florida.

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

1. The City Commission of the City of Winter Haven, Florida hereby affirmatively accepts from Six/Ten, LLC, a Florida limited liability company, the conveyance of that real property described in that Warranty Deed delivered on January 30, 2025, and recorded on February 4, 2025, in Official Records

Book 13420, Page 0474, public records of Polk County, Florida, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 14th day of April, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

EXHIBIT "A" to Resolution R-25-13

INSTR # 2025024699
BK 13420 Pgs 0474-0477 PG(s)4
02/04/2025 11:44:32 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 35.50
DEED DOC 76.30

Prepared by and return to:
Matthew D. Alexander
AlexanderDonalson, PLLC
250 3rd Street NW, Suite 102
Winter Haven, FL 33881
863-297-5111

Property Appraiser's parcel identification number:
a portion of 26-28-29-620000-001010

Warranty Deed

This Indenture is made this 30th day of January 2025, between Six/Ten, LLC, a Florida limited liability company, whose address is 56 4th Street NW, Suite 200, Winter Haven, FL 33881 ("Grantor"), and The City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 3rd Street NW, Winter Haven, FL 33881 ("Grantee").

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the said Grantee, Grantee's heirs and assigns forever, the land in Polk County, Florida described in Exhibit A, which is attached and incorporated herein (the "Property").

This conveyance is subject to:
1. Conditions, restrictions, limitations, and easements of record, if any, but this provision shall not operate to re-impose the same.
2. Zoning and other governmental regulations.
3. Taxes and assessments for 2025 and subsequent years.

AND said Grantor does hereby fully warrants the title to the Property and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seal the day and year first above written.

Witnesses:

Print name: Matthew D. Alexander
Address: 250 3rd Street NW
Winter Haven, FL 33881

Print name: Lauren Donalson
Address: 133 Wyndham Drive
Winter Haven, FL 33884

Six/Ten, LLC, a Florida limited liability company

Carl J. Strang, III, as its president

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of January, 2025, by Carl J. Strang, III, president of Six/Ten, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

[Notary Seal]



Notary Public

Lauren M. Donalson
Name typed, printed, or stamped
My Commission Expires: 4-5-2027

Stacy M. Butterfield POLK
CFN# 2025024699 OR BK 13420 PG 475 Pgs 0474-0477 02/04/2025 11:44:32 AM

Exhibit A
Description of Property

DESCRIPTION: (NEW PARCEL)

A parcel of land being a portion of Lots 1 through 6, Block 1, REPLAT OF OVERSTREET'S SUBDIVISION TO WINTERHAVEN, FL, as recorded in Plat Book 12, Page 8, Public Records of Polk County, Florida, being described as follows:

Commence at the southeast corner of said Lot 6 for the POINT OF BEGINNING; thence North 89°32'00" West, along the south line of said Lot 6, a distance of 135.06 feet to the southwest corner of said Lot 6; thence North 02°54'11" East, along the west lines of said Lots 1 through 6, a distance of 280.71 feet to the northwest corner of said Lot 1; thence South 00°53'37" West, 48.63 feet; thence South 01°30'46" East, 17.15 feet; thence South 89°31'12" East, 4.68 feet; thence South 33°08'30" East, 11.40 feet; thence South 02°53'14" West, 168.01 feet; thence South 61°56'09" West, 10.96 feet; thence South 03°09'38" West, 13.11 feet; thence South 42°14'45" East, 4.13 feet; thence South 89°46'36" East, 113.62 feet; thence South 27°08'24" East, 15.34 feet; thence South 89°24'11" East, 5.91 feet to the east line of aforesaid Lot 6; thence South 02°53'27" West, along said east line, 4.84 feet to the POINT OF BEGINNING. Said parcel containing 5059 square feet, more or less.

SURVEY NOTES:

1) This is not a boundary survey.

2) Bearings based on the west line of Lots 1 through 6, REPLAT OF OVERSTREET'S SUBDIVISION TO WINTERHAVEN, FL, as recorded in Plat Book 12, Page 8, Public Records of Polk County, Florida, being assumed North 02°54'11" East.

April 22, 2024
Date of Survey

Robert F DuBois

ROBERT F. DuBOIS, PSM
Florida License No. LS5293
PENNONI ASSOCIATES INC.
Florida License No. LB8126

The seal and signature appearing on this document were authorized by Robert F. DuBois, PSM, (LS No. 5293) using a digital signature. Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed surveyor and mapper.

Pennoni

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.8185

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

BOWEN YARD
AVENUE C SW, WINTER HAVEN, FL
SE 1/4 OF SECTION 29, TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FL

LEGAL DESCRIPTION

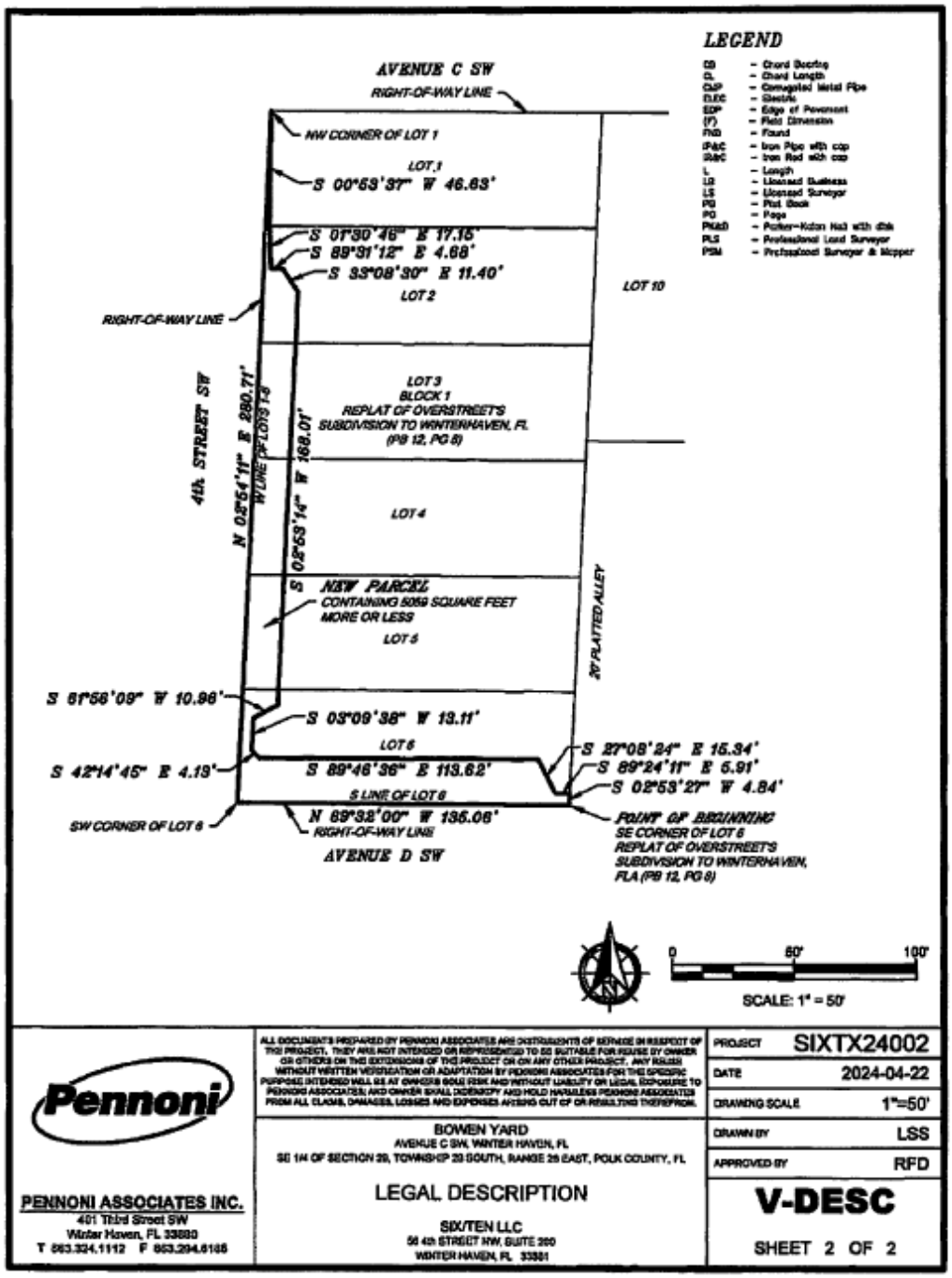
SIX/TEN LLC
30 4th STREET NW, SUITE 200
WINTER HAVEN, FL 33881

PROJECT	SIXTX24002
DATE	2024-04-22
DRAWING SCALE	1"=50'
DRAWN BY	LSS
APPROVED BY	RFD

V-DESC

SHEET 1 OF 2

Stacy M. Butterfield POLK
CFN# 2025024699 OR BK 13420 PG 476 Pgs 0474-0477 02/04/2025 11:44:32 AM



Stacy M. Butterfield POLK
CFN# 2025024699 OR BK 13420 PG 477 Pgs 0474-0477 02/04/2025 11:44:32 AM

DATE: March 20, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-14: Request by ERPC Peace Creek, LLC 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 Annabelle Estates Subdivision. General Location: Subdivision is generally located at the northeast corner of Old Bartow/Lake Wales Road and McClean Road.

BACKGROUND

ERPC Peack Creek, LLC requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as noted on the plat for Annabelle Estates. The subdivision consists of 95.38 ± acres generally located at the northeast corner of Old Bartow/Lake Wales Road and McClean Road. The subdivision contains 324 building lots and twelve (12) common lots. Within Annabelle Estates, all water lines, sewer lines, and related infrastructure, will be owned and maintained by the City, while all stormwater and related drainage conveyances and infrastructure, internal roadways, and street lighting will be maintained by the Peace Creek Village Community Development District (CDD). Internal roadways are contained in 50-foot rights-of-way and are rededicated to the CDD.

On February 24, 2025, the City Commission approved Resolution R-25-08 platting the Annabelle Estates Subdivision; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, ERPC Peace Creek, LLC submitted a Performance Bond issued by Merchants National Bonding Inc. in the amount of $860,622.45 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete improvements included sanitary sewer, potable water, offsite improvements, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the water, wastewater systems can now be accepted by the City. The City will not be

accepting maintenance responsibility for internal streets and the stormwater drainage and related infrastructure within this subdivision.

STRATEGIC PLAN ALIGNMENT

- This is an approval of a performance bond release for an approved subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-14 and authorize the City Manager or his designee to take all necessary related actions thereto.

ATTACHMENT

- Resolution R-25-14

Space for Recording

RESOLUTION R-25-14

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "ANNABELLE ESTATES" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 213, PAGES 5 THROUGH 12, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally located at the northeast corner of Old Bartow/Lake Wales Road and McClean Road)

Whereas, that certain plat entitled "Annabelle Estates" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 24th day of February, 2025, by the passage of Resolution R-25-08; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that Subdivision known as "Annabelle Estates" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

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

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of April 14, 2025, of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat namely the water and wastewater systems as such systems have passed all required tests, and all required certifications have been obtained, and the systems are

fully operational pursuant to City standards in accordance with Chapter 177, Florida Statutes. The City is not accepting the internal roadways or stormwater drainage systems and related infrastructure as notated on the plat as that will remain the responsibility of the Peace Creek Village Community Development District and/or fee-simple owners of record.

2. The City Manager is hereby authorized to release the Performance Bond issued by Merchants National Bonding Inc. in the amount of $860.622.45 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 14th day of April, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

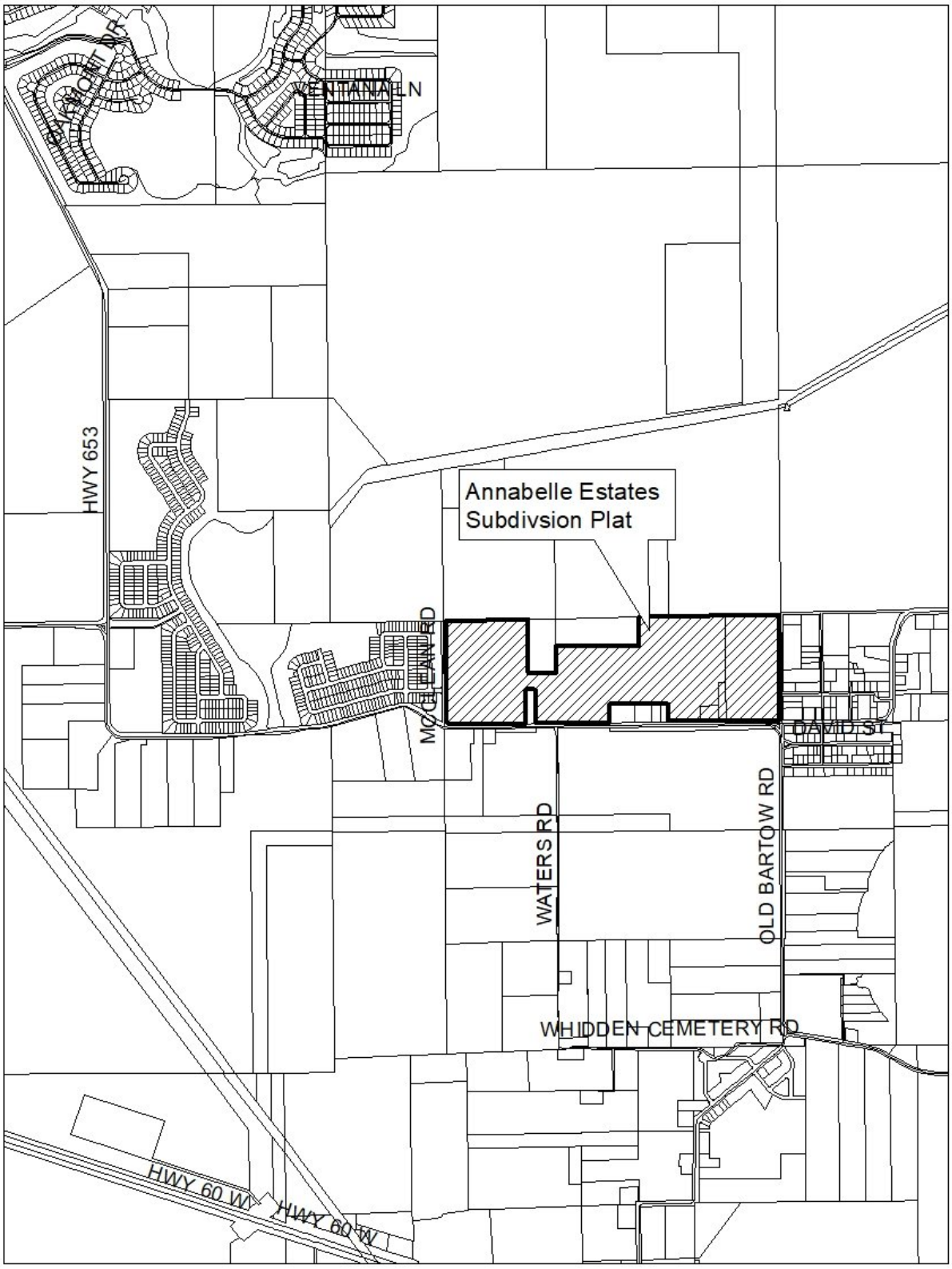
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


CARROLL DR
WENTANA LN
HWY 653
Annabelle Estates
Subdivsion Plat
MOBLEAN RD
DAVID ST
WATERS RD
OLD BARTOW RD
WHIDDEN CEMETERY RD
HWY 60 W
HWY 60 W

DATE: March 20, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-15: Request by Starlight Homes Florida, LLC 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 Sunset Hills Subdivision. General Location: Subdivision is generally located south of Old Lucerne Park Road, south of La Quinta Boulevard.

BACKGROUND

Starlight Homes Florida LLC, LLC requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as noted on the plat for Sunset Hills. The subdivision consists of 45.4 ± acres generally located south of Old Lucerne Park Road, South of La Quinta Boulevard. The subdivision contains 162 building lots and 12 common lots. Within Sunset Hills, all water lines, sewer lines, and related infrastructure, will be owned and maintained by the City. Internal roadways are contained in a 50-foot rights-of-way and will be dedicated to the City of Winter Haven.

On May 28, 2024, the City Commission approved Resolution R-24-26 platting the Sunset Hills Subdivision; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Starlight Homes Florida, LLC submitted a Performance Bond issued by Berkley Insurance Company in the amount of $2,351,410.08 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete improvements included, earthwork, sanitary sewer, potable water, stormwater management, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the water, wastewater, and reuse utilities can now be accepted by the City. The City will not be accepting maintenance responsibility for the drainage infrastructure within this subdivision.

STRATEGIC PLAN ALIGNMENT

This is an approval of a performance bond release for an approved subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-15.

ATTACHMENT

- Resolution R-25-15

Space for Recording

RESOLUTION R-25-15

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "SUNSET HILLS" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 206, PAGES 30 THROUGH 36, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally south of Old Lucerne Park Road, south of La Quinta Boulevard)

Whereas, that certain plat entitled "Sunset Hills" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 28th day of May, 2024, by the passage of Resolution R-24-26; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that Subdivision known as "Sunset Hills" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

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

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of April 14, 2025, of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat namely, water; wastewater; and internal roadways as such systems and infrastructure have passed all required tests, and all required certifications have been

obtained, and the systems and infrastructure are fully operational pursuant to City standards in accordance with Chapter 177, Florida Statutes. The City is not accepting the drainage systems and related infrastructure notated on the plat as that will remain the responsibility of the Sunset Hills Homeowner's Association and/or fee-simple owners of record.

2. The City Manager is hereby authorized to release the Performance Bond issued by Berkley Insurance Company in the amount of $2,351,410.08 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 14th day of April, 2025.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

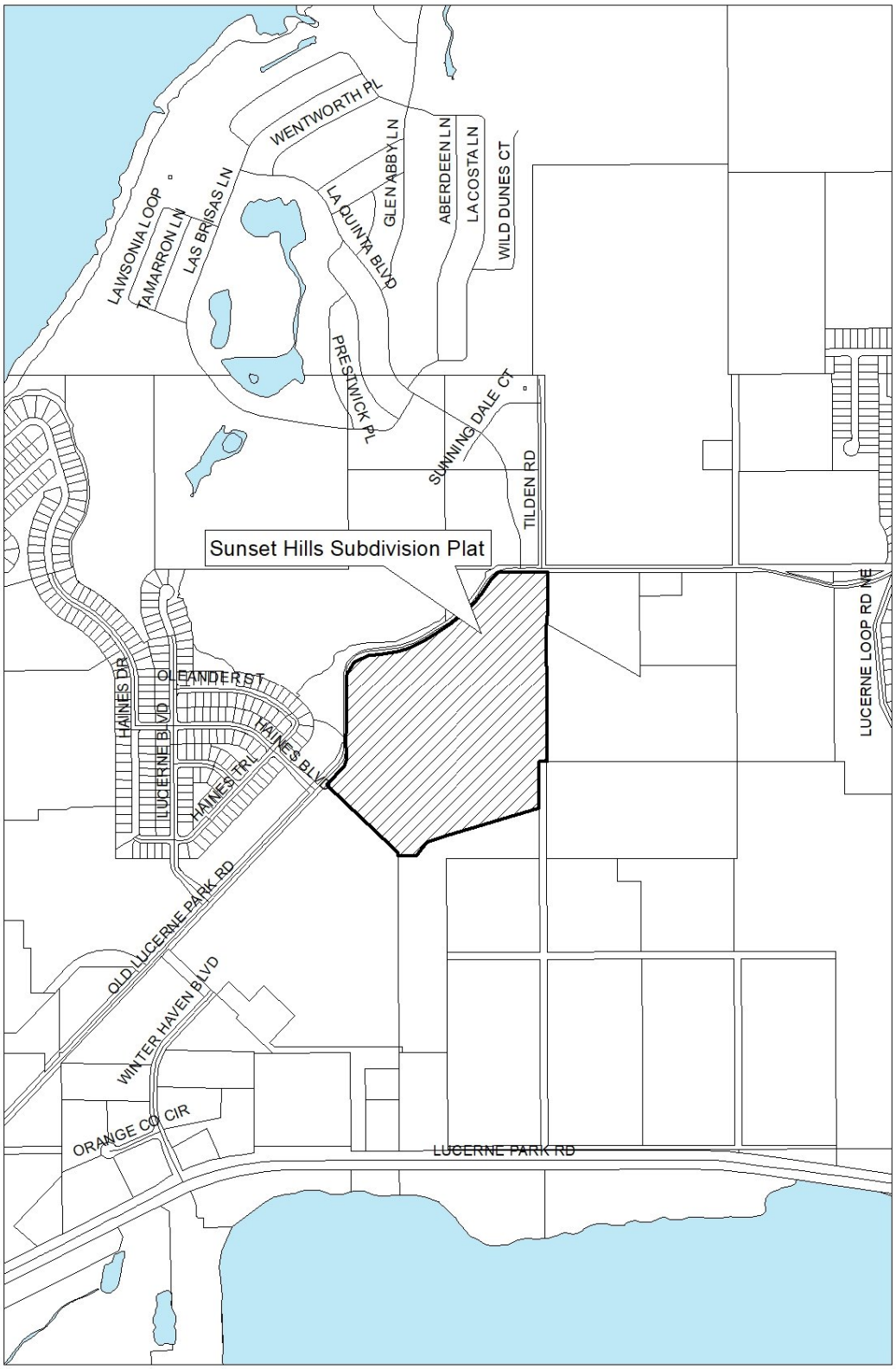
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


WENTWORTH PL
GLEN ABBY LN
ABERDEEN LN
LA COSTA LN
WILD DUNES CT
LAWSONIA LOOP
TAMARRON LN
LAS BRISAS LN
LA QUINTA BLVD
PRESTWICK PL
SUNNING DALE CT
TILDEN RD
Sunset Hills Subdivision Plat
LUCERNE LOOP RD NE
HAINES DR
OLEANDER ST
LUCERNE BLVD
HAINES TRL
HAINES BLVD
OLD LUCERNE PARK RD
WINTER HAVEN BLVD
ORANGE CO CIR
LUCERNE PARK RD

DATE: March 27, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-16: Request by Crosstower Project, LLC for final plat approval of the Residences at Winter Haven subdivision. General Location: Subdivision is generally located in the northeast corner of the intersection of King Road and Crosstower Drive.

BACKGROUND

Crosstower Project, LLC is requesting final plat approval for Residences at Winter Haven. The 15.6 +-acre subdivision is generally located in the northeast corner of the intersection of King Road and Crosstower Drive.

The single-family residential subdivision contains 63 building lots and five (5) common lots consisting of stormwater retention, open space areas, lift-stations, and rights-of-way dedication. Internal roadways are contained within 50-foot rights-of-way and will be dedicated to the City of Winter Haven. All water, and sewer utilities will be owned and maintained by the City, while all drainage conveyances and stormwater management areas will be maintained by the Homeowner's Association.

CONSISTENCY WITH FUTURE LAND USE AND ZONING

Residences at Winter Haven was developed according to the requirements contained in Single Family Residential – Small Lot (R-2) Zoning District. All lots meet the minimum requirements established by the zoning district. Additionally, the subdivision is consistent with the adopted Neighborhood-Suburban Future Land Use.

INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Crosstower Drive. The roadway has sufficient capacity to serve this subdivision upon build-out.

FINANCIAL IMPACT

Using an estimated taxable value of $300,000 per lot, this subdivision will have an estimated taxable value of $18.9 million, and will generate approximately $124,551 per year in City ad valorem revenues at the anticipated millage rate of 6.59. Additional revenue will be received through the provision of City services and taxes on utilities.

STRATEGIC PLAN ALIGNMENT

- This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

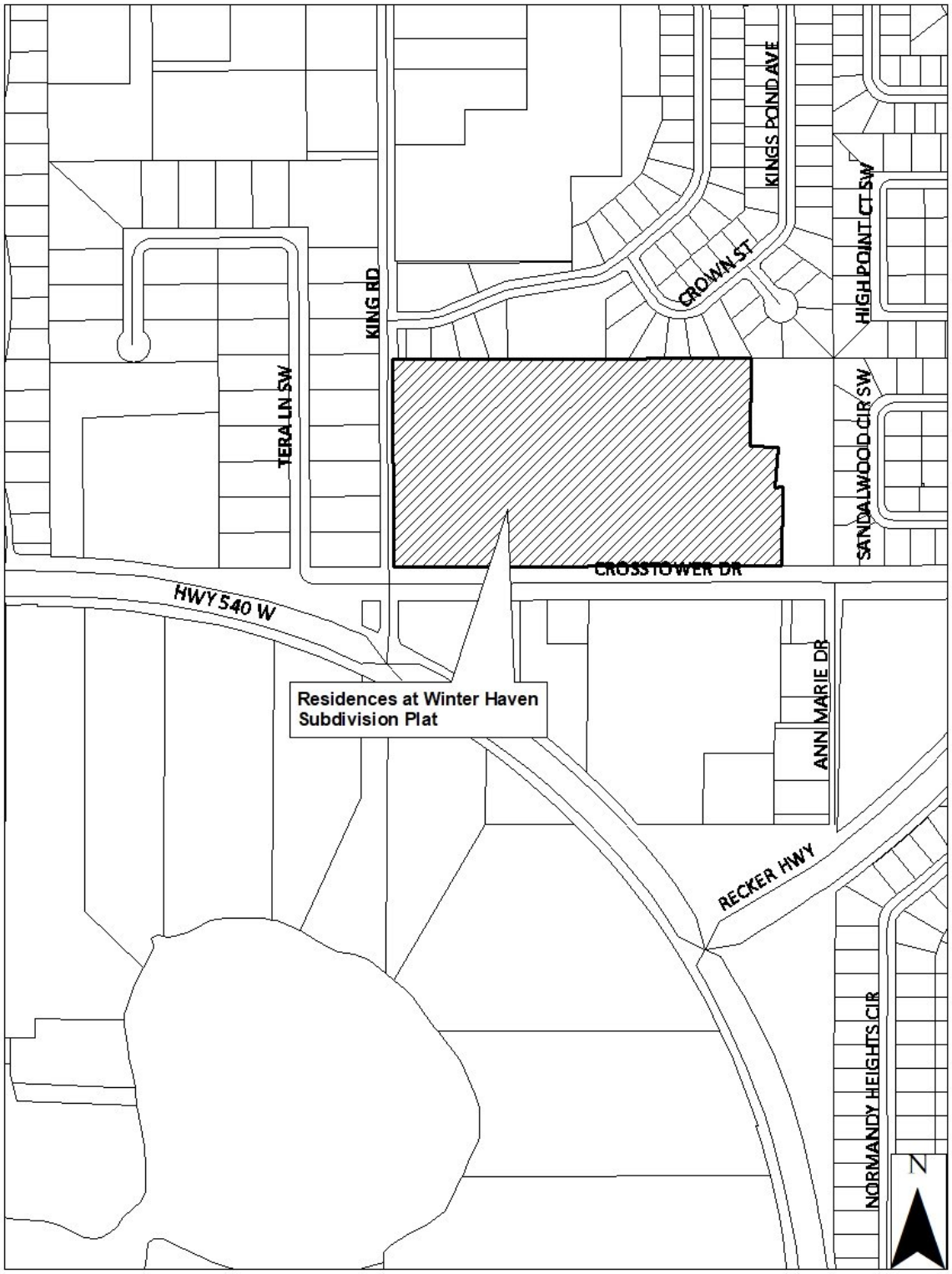
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-16.

ATTACHMENTS

- Location Map
- Resolution R-25-16

Location Map



Space for Recording

RESOLUTION R-25-16

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "RESIDENCES AT WINTER HAVEN" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located at the northeast corner of the intersection of King Road and Crosstower Drive)

WHEREAS, Crosstower Project, LLC, the owner of the below described lands has submitted that certain plat entitled "Residences at Winter Haven" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Residences at Winter Haven" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 14th Day of April, 2025. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes subject to the conditions set forth herein below.

2. The City's affirmative acceptance of potable water, wastewater, and roadway infrastructure should not be construed as an affirmative acceptance by the City of any maintenance and/or other responsibilities for the stormwater drainage facilities and any other dedication notated on said plat, which shall remain the responsibility of the entity and/or individuals to whom they are dedicated on the Plat

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

4. This Resolution shall 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 April, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

Location Map

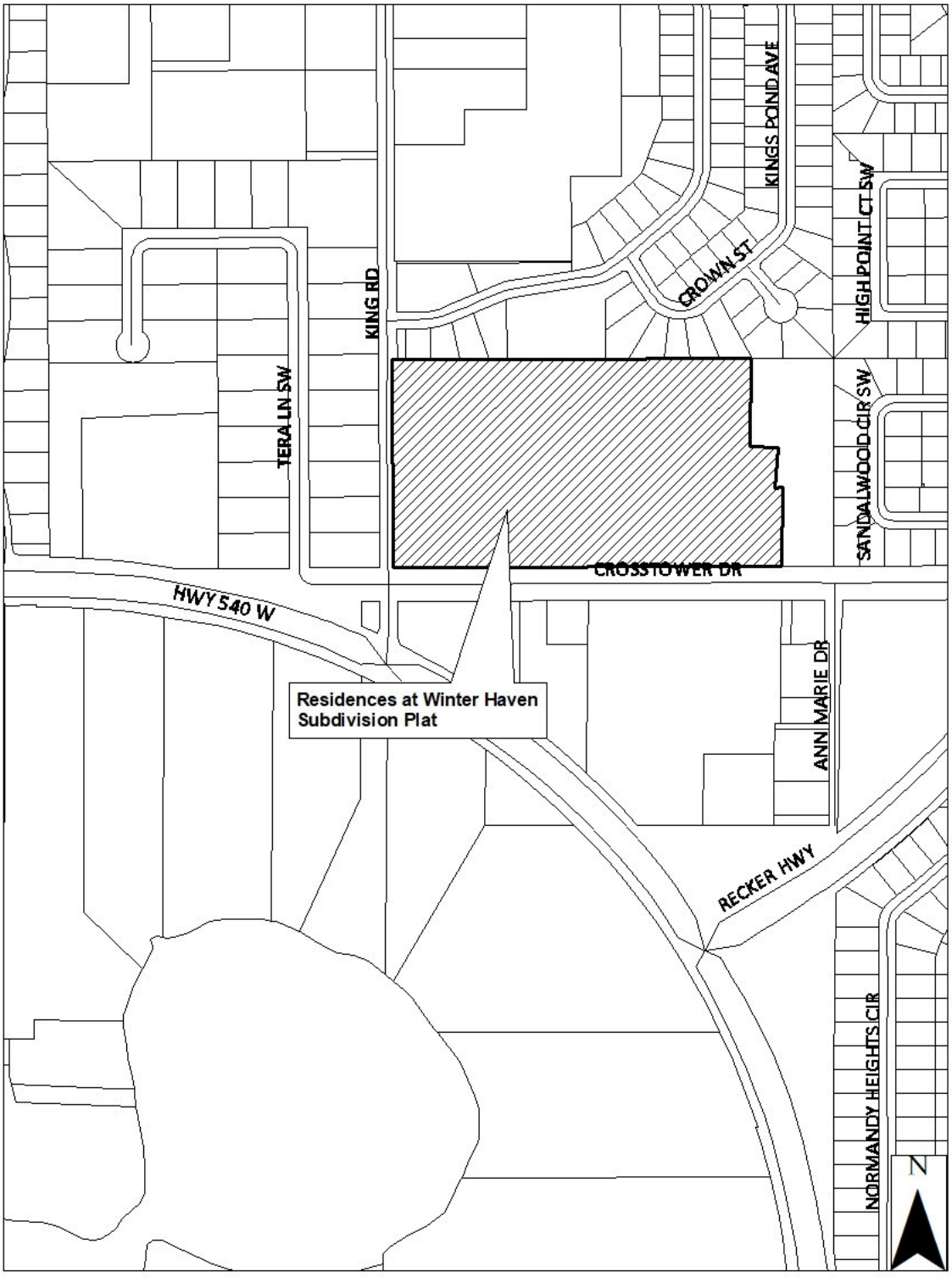


Exhibit “B”
Page 1 of 2

RESIDENCES AT WINTER HAVEN

**BEING LOCATED IN SECTION 31,
TOWNSHIP 28 SOUTH, RANGE 26 EAST,
CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA**

PLAT BOOK _____
PAGE _____

SHEET 1 OF 2

DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT CROSSTOWER PROJECT, LLC, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT OF "RESIDENCES AT WINTER HAVEN" TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

TO THE CITY OF WINTER HAVEN, FLORIDA, ITS SUCCESSORS & ASSIGNS; THE PUBLIC UTILITY EASEMENTS LYING ALONG HEMLOCK, THE PUBLIC RIGHT OF WAY OF COPPER STREET, THE PUBLIC RIGHT OF WAY OF RIVER HAWK LOOP AND TRACT B FOR THE PURPOSE INDICATED; ALSO AN EASEMENT ACROSS TRACT A AND TRACT C FOR EMERGENCY MAINTENANCE AND REPAIRS TO THE STORM WATER MANAGEMENT FACILITIES AS IS NECESSARY TO PROTECT PUBLIC IMPROVEMENTS TOGETHER WITH THE RIGHTS, BUT NOT THE OBLIGATION, TO PERFORM EMERGENCY MAINTENANCE AND REPAIRS TO THE STORMWATER MANAGEMENT FACILITIES.

TO THE PROVIDERS OF PUBLIC UTILITIES; THE PUBLIC UTILITY EASEMENTS DEPICTED HEREON;

TO THE RESIDENCES AT WINTER HAVEN HOMEOWNERS ASSOCIATION INC.; THE DRAINAGE EASEMENTS, LANDSCAPE EASEMENTS, OWNERSHIP & MAINTENANCE RESPONSIBILITIES FOR THE STORMWATER SYSTEM INCLUDING INFRASTRUCTURE WITHIN THE PUBLIC RIGHT OF WAYS AND TRACTS A, C, D AND E FOR THE PURPOSES INDICATED;

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 2025.

CROSSTOWER PROJECT, LLC

_____
WITNESS
PRINTED NAME: _____

BY: _____
OF
CROSSTOWER PROJECT, LLC

_____
WITNESS
PRINTED NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS _____ DAY OF _____, 2025 BY _____ AS _____ OF CROSSTOWER PROJECT, LLC. WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
(SIGNATURE OF NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

_____
(PRINTED NAME NOTARY PUBLIC)

MORTGAGEE JOINDER AND CONSENT TO DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT BANK OZK, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 13078, PAGE 61 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THIS DEDICATION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 2025.

_____
WITNESS
PRINTED NAME: _____

BY: JAMES D. FULFORD
BANK OZK
EVP RESIDENTIAL CONSTRUCTION LENDER 1

_____
WITNESS
PRINTED NAME: _____

ACKNOWLEDGEMENT:

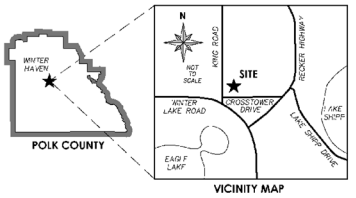
STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS _____ DAY OF _____, 2025 BY JAMES D. FULFORD, AS EVP RESIDENTIAL CONSTRUCTION LENDER 1 OF BANK OZK, WHO IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____
(SIGNATURE OF NOTARY PUBLIC)

MY COMMISSION EXPIRES: _____

_____
(PRINTED NAME NOTARY PUBLIC)



VICINITY MAP

FLOOD HAZARD WARNING: THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE CITY OF WINTER HAVEN AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY. EVEN MEETING POLK COUNTY STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS - SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS AND WATER WELL SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

LEGAL DESCRIPTION:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST, LESS THE EAST 15 FEET AND WEST 15 FEET THEREOF, AND LESS STATE OF FLORIDA ROAD RIGHTS-OF-WAY; AND ALSO LESS THE FOLLOWING DESCRIBED PORTION OF SAID PROPERTY:

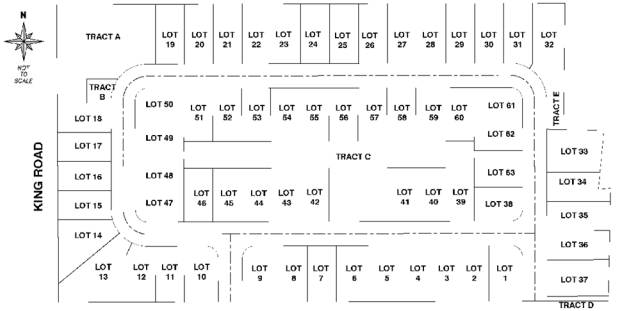
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA; THENCE NORTH 00 DEG. 03'28" EAST ALONG THE EAST BOUNDARY OF SAID SOUTH HALF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ST. RD. 540 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEG. 03'28" EAST 613.70 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE NORTH 89 DEG. 57'55" WEST ALONG THE NORTH BOUNDARY OF SAID SOUTH HALF 249.00 FEET; THENCE SOUTH 00 DEG. 49'28" WEST, 208.61 FEET; THENCE SOUTH 89 DEG. 24'36" EAST, 61.40 FEET; THENCE SOUTH 01 DEG. 35'57" WEST, 121.38 FEET; THENCE NORTH 88 DEG. 30'17" EAST, 35.34 FEET; THENCE SOUTH 31 DEG. 27'49" WEST, 232.64 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ST. RD. 540; THENCE SOUTH 58 DEG. 58'00" EAST ALONG SAID RIGHT-OF-WAY, 154.36 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING DESCRIBED PORTION OF SAID PROPERTY:

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE N 00°08'21" W ALONG THE EAST BOUNDARY OF SAID SOUTH 1/2 A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CROSSTOWER DRIVE (OLD STATE ROAD 540); THENCE S 89°50'32" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 154.00 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11852, PAGE 512 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE CONTINUE S 89°50'32" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 1136.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°50'32" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE EAST LINE OF THE WEST 15.00 FEET OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N 00°32'50" W ALONG SAID EAST LINE A DISTANCE OF 612.93 FEET TO THE NORTH LINE OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE N 89°50'31" E ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED A DISTANCE OF 14.87 FEET; THENCE S 00°23'49" E A DISTANCE OF 612.93 FEET TO THE POINT OF BEGINNING.

KEY MAP:



CROSSTOWER DRIVE / STATE ROAD 540

SURVEYOR's NOTES:

1) NORTH, THE BEARINGS AND THE COORDINATES SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), ADJUSTMENT OF 2011. THE BEARING OF SOUTH 89°50'32" WEST ALONG THE NORTH RIGHT OF WAY LINE OF CROSSTOWER DRIVE AS SHOWN HEREON IS HELD AS A BEARING REFERENCE.

ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON NATIONAL GEODETIC SURVEY CONTROL STATION "V 108", HAVING AN ELEVATION OF 142.38'

2) THE PLATTED PROPERTY IS LOCATED IN FLOOD ZONES "X – AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN" AND "AE – SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATION DETERMINED (114.8' NORTH AMERICAN VERTICAL DATUM OF 1988)" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 12105C0345G, WITH AN EFFECTIVE DATE OF 12/22/16. A CONDITIONAL LETTER OF MAP REVISION (CLOMR) HAS BEEN ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) APPROVING AN ADJUSTMENT THAT IS TO REMOVE THE FLOOD ZONE BOUNDARY FROM THE RESIDENTIAL LOTS. A LETTER OF MAP REVISION (LOMR) CONFIRMING THE REVISED FLOOD ZONE BOUNDARY IS TO BE ISSUED BY FEMA ONCE FINAL SITE EARTHWORK HAS BEEN APPROVED.

3) THE LOTS AND TRACTS INCLUDED WITHIN THIS PLAT ARE SUBJECT TO THE TERMS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AS IMPOSED BY THE RESIDENTS AT WINTER HAVEN HOMEOWNER'S ASSOCIATION INC.

4) UNLESS OTHERWISE NOTED, A 5/8" STEEL ROD AND CAP STAMPED "CORNER LB 8474" HAS BEEN SET AT ALL LOT AND TRACT CORNERS NOT ALREADY OCCUPIED BY A PRM.

5) PER FLORIDA STATUTE 177.091 (28) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.

6) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

7) FLOOD HAZARD WARNING: THIS PROPERTY MAY BE SUBJECT TO FLOODING. EVEN MEETING FEDERAL, STATE OR LOCAL STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEMS AND WATER WELL SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

TRACT A – OPEN SPACE, DRAINAGE, UTILITY AND LANDSCAPING
TRACT B – LIFT STATION
TRACT C – OPEN SPACE AND DRAINAGE
TRACT D – LANDSCAPING
TRACT E – OPEN SPACE, RECREATION, UTILITY, SIDEWALK AND LANDSCAPING

LISTED EASEMENTS:

PER THE COMMONWEALTH LAND TITLE INSURANCE COMPANY PLAT PROPERTY INFORMATION REPORT ORDER NUMBER 12141048, THE FOLLOWING EASEMENTS LISTED IN THE REPORT WERE FOUND TO AFFECT THE PLATTED PROPERTY:

EASEMENT GRANTED TO TAMPA ELECTRIC COMPANY RECORDED IN OFFICIAL RECORDS BOOK 12188, PAGE 140.
THE EASEMENT IS BLANKET IN NATURE AS IT STATES THAT ALL OF THE LANDS BEING PLATTED ARE SUBJECT TO THE TERMS OF THE EASEMENT. THE DOCUMENT STATES THAT THE SPECIFIC EASEMENT(S) ARE TO BE TO BE 10.00 FOOT WIDE UTILITY EASEMENT(S) CENTERED ON FACILITIES AS INSTALLED OR TO BE CONSTRUCTED.

CLERK OF THE CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF POLK

I, STACY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING THIS _____ DAY OF _____, 2025.

_____ _____
BY: STACEY M. BUTTERFIELD CLERK
CLERK OF THE CIRCUIT COURT

CITY COMMISSION APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT HAS RECEIVED FINAL APPROVAL BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA IN AN OPEN MEETING THIS _____ DAY OF _____, 2025.

_____ _____
BY: NATHANIEL J. BINDSEIL JR., MAYOR ATTEST: CITY CLERK

ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR APPROVAL

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS APPROVED BY THE CITY OF WINTER HAVEN ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR THIS _____ DAY OF _____, 2025

_____
BY: DIRECTOR – WINTER HAVEN

ENGINEERING SERVICES DIVISION APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ENGINEERING SERVICES DIVISION THIS _____ DAY OF _____, 2025.

_____
BY: AMIN A. HANNAN, P.E., CITY ENGINEER
WINTER HAVEN, FLORIDA

CITY SURVEYOR / CONSULTANT APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER HAS REVIEWED THIS PLAT FOR CONFORMITY TO FLORIDA STATUTES 177, PART 1, AND FOUND IT TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF SAID STATUTE.

_____ _____
BY: JEFFREY P. AMMERMANN, PSM DATE
FLORIDA REGISTRATION PSM 7389
CHASTAIN SKILLMAN
FLORIDA REGISTRATION LB 262

SURVEYOR'S CERTIFICATE:

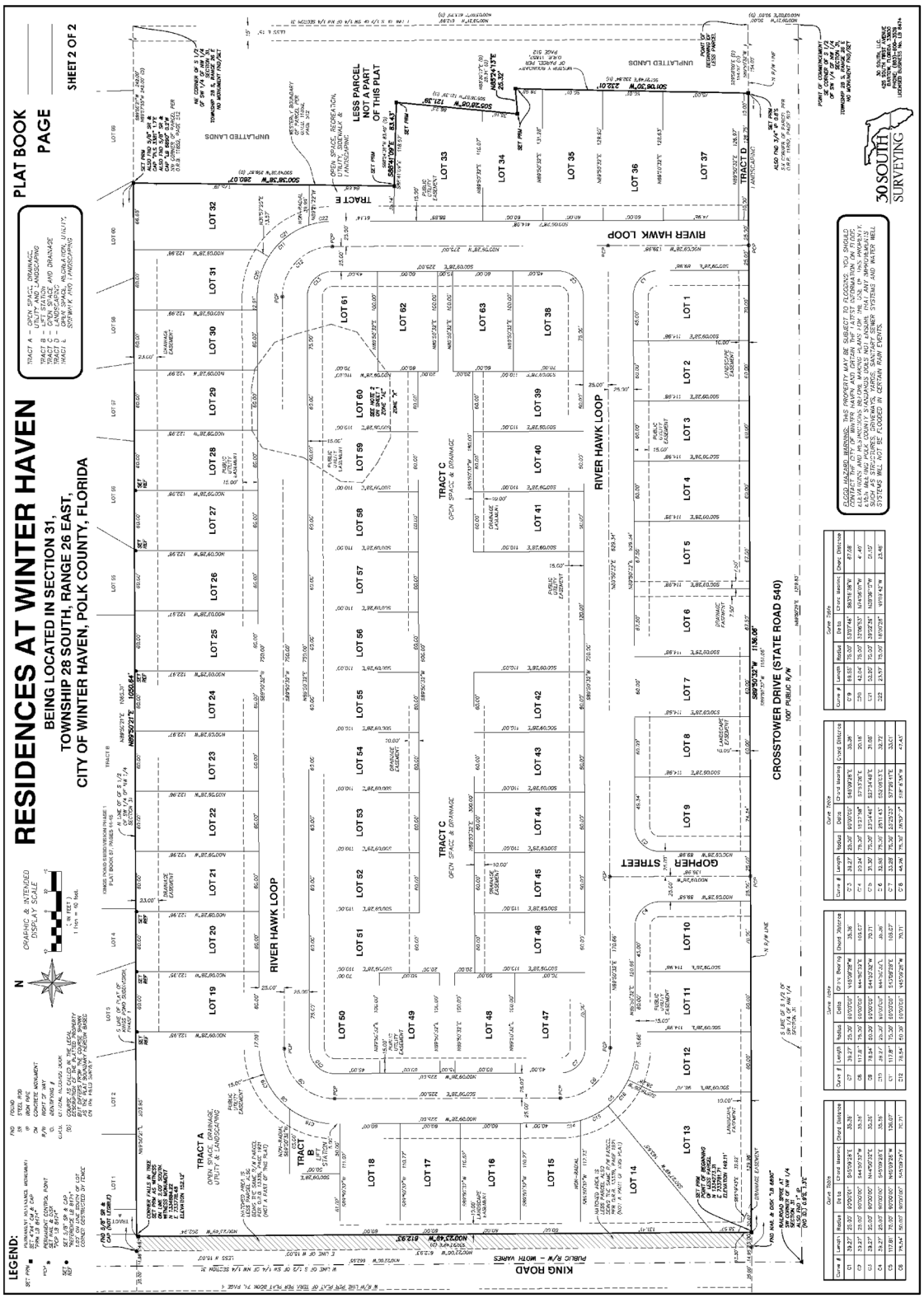
STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY THAT THIS PLAT OF "RESIDENCES AT WINTER HAVEN" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED UNDER MY DIRECTION AND SUPERVISION, AND THAT PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____ _____
ERIC M. FRESWELL, PSM DATE
FLORIDA REGISTRATION NO. 5558
30 SOUTH, LLC

30 SOUTH SURVEYING
30 SOUTH, LLC
425 SOUTH FIRST AVENUE
SEBRING, FLORIDA 33870
PHONE: (863)-402-3530
LICENSED BUSINESS No. LB 8474

Exhibit "B"
Page 2 of 2



DATE: April 1, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-17: Request by Blackfin Traditions, LLC for final plat approval of the Traditions Retail Commercial Subdivision. General Location: Subdivision is generally located at the southwest corner of the intersection of Eloise Loop Road and Coon Lake Road.

BACKGROUND

Blackfin Traditions, LLC is requesting final plat approval for Traditions Retail. The 5.3-acre subdivision is generally located at the southwest corner of Eloise Loop Road and Coon Lake Road. The commercial retail subdivision contains three (3) lots. Tract A will be dedicated to the City as a Rights-of-Way dedication.

CONSISTENCY WITH FUTURE LAND USE AND ZONING

Traditions Retail was developed according to the requirements contained in Commercial Highway (C-3) zoning District. All lots meet the minimum requirements established by the zoning district. Additionally, the subdivision is consistent with the adopted Neighborhood-Mixed Use Hub Future Land Use.

INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Eloise Loop Road and, in the future, from Coon Lake Road. These roadways have sufficient capacity to serve this subdivision upon build-out.

FINANCIAL IMPACT

Approval of the commercial subdivision plat will not directly impact current revenues from this property; however, additional revenues will be realized upon development of the vacant lots.

STRATEGIC PLAN ALIGNMENT

This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

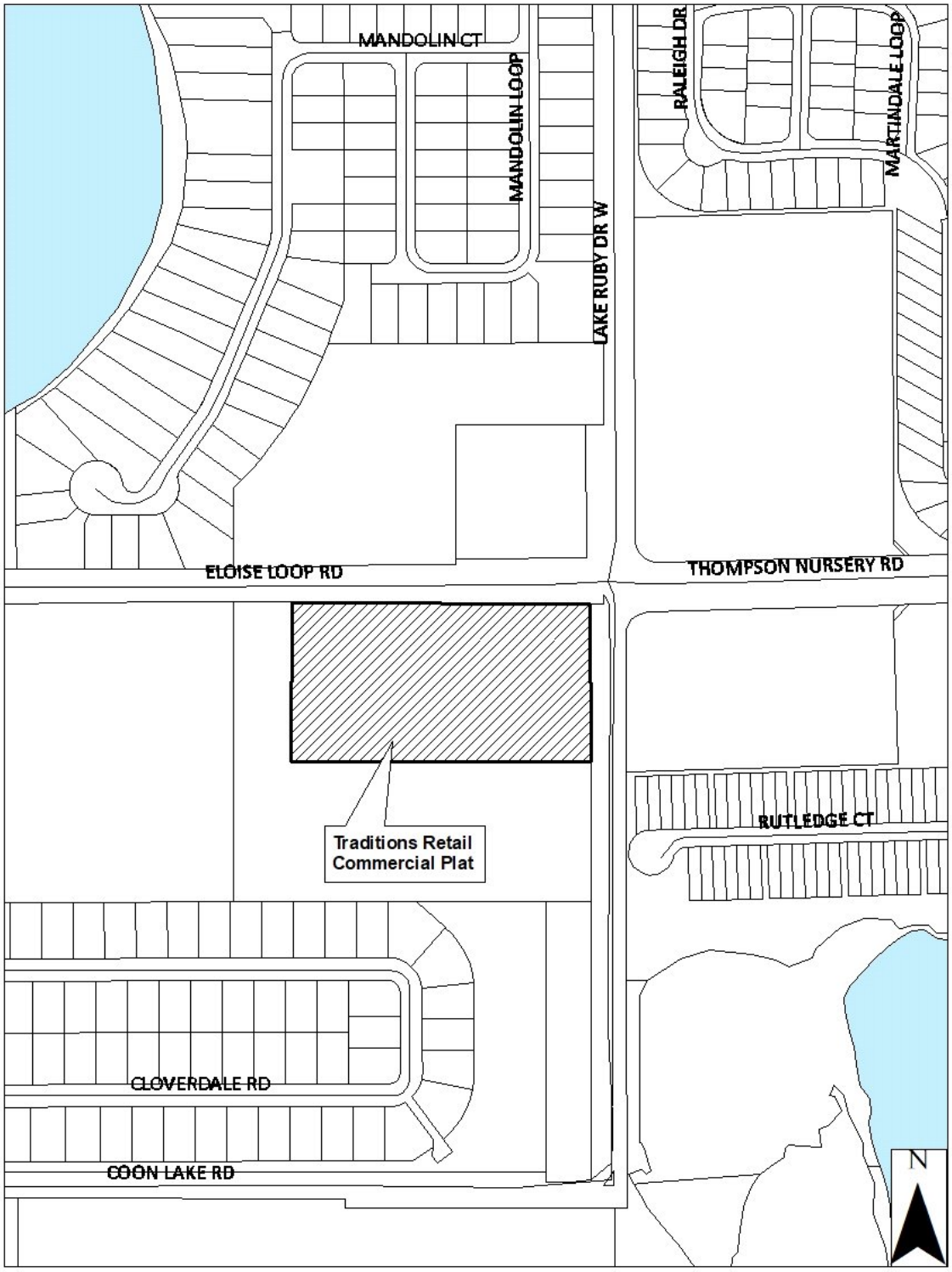
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-17.

ATTACHMENTS

- Location Map
- Resolution R-25-17

Location Map



Space for Recording

RESOLUTION R-25-17

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "TRADITIONS RETAIL" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located at southwest corner of intersection of Eloise Loop Road and Coon Lake Road)

WHEREAS, Blackfin Traditions, LLC, the owner of the below described lands has submitted that certain plat entitled "Traditions Retail" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Traditions Retail" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 14th Day of April, 2025. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes subject to the conditions set forth herein below.

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 April, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

Location Map

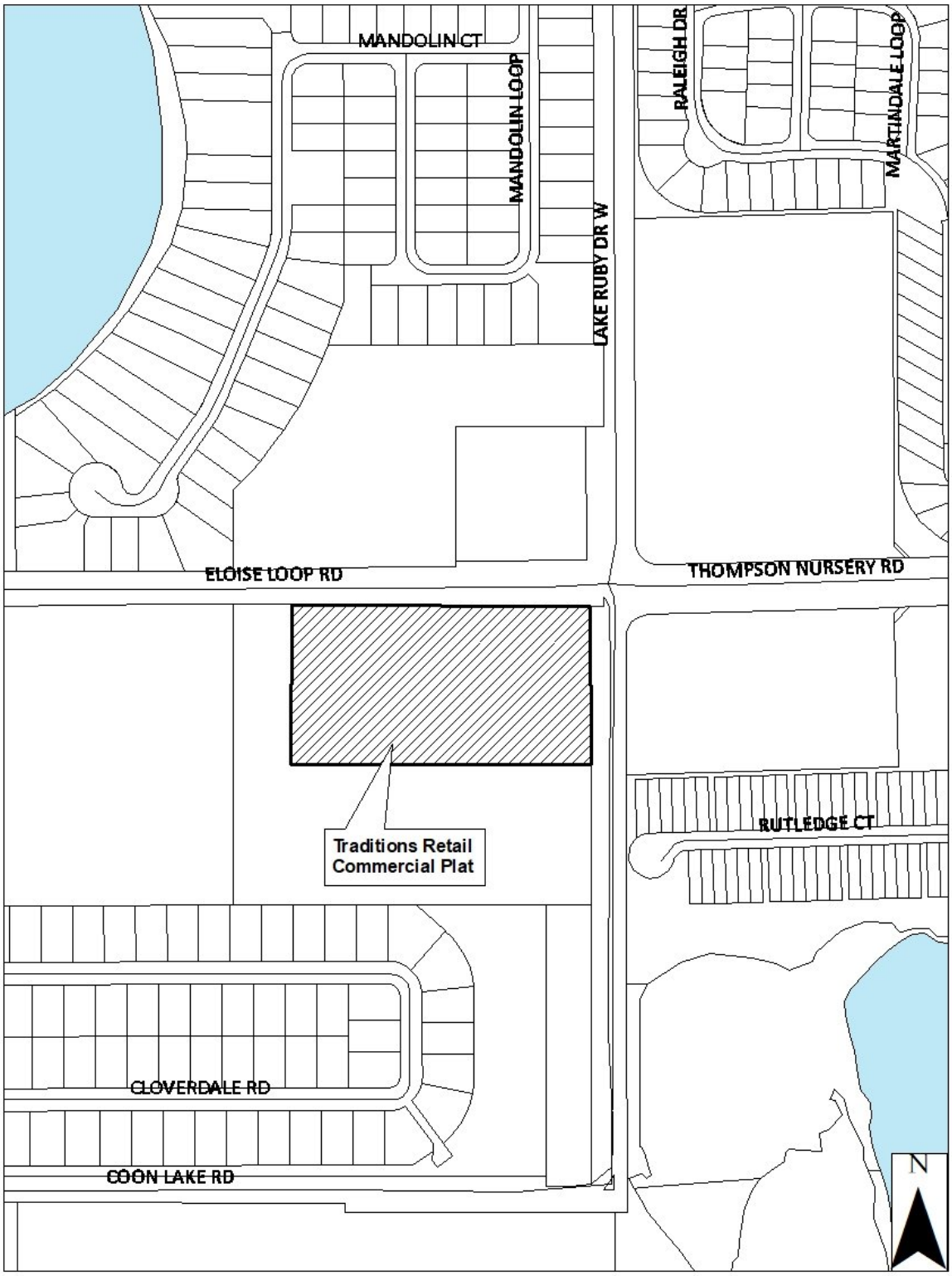


Exhibit “B”
Page 1 of 1

TRADITIONS RETAIL

**BEING LOCATED IN SECTION 13,
TOWNSHIP 29 SOUTH, RANGE 26 EAST,
CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA**

GRAPHIC & INTENDED DISPLAY SCALE
(IN FEET)
1 inch = 60 feet.

PLAT BOOK _____
PAGE _____

SHEET 1 OF 1

DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT BLACKFIN TRADITIONS, LLC, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT OF "TRADITIONS RETAIL" TO BE MADE AND DOES HEREBY DEDICATE THE FOLLOWING:

TO THE CITY OF WINTER HAVEN, FLORIDA, AND ITS SUCCESSORS AND ASSIGNS; TRACT A AS ADDITIONAL RIGHT OF WAY TO COON LAKE ROAD.

BLACKFIN TRADITIONS, LLC

_____ WITNESS _____
PRINTED NAME:

BY: NATHAN LANDERS

AS _____

_____ WITNESS _____
PRINTED NAME:

OF BLACKFIN TRADITIONS, LLC

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE [ ] OR ONLINE NOTARIZATION APPEARED NATHAN LANDERS OF BLACKFIN TRADITIONS, LLC.

HE IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____ MY COMMISSION EXPIRES: _____
(SIGNATURE OF NOTARY PUBLIC)

(PRINTED NAME NOTARY PUBLIC)

MORTGAGEE JOINDER AND CONSENT TO DEDICATION:

STATE OF FLORIDA
COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS THAT SEACOAST NATIONAL BANK, HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 13367, PAGE 1311 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, DOES HEREBY CONSENT TO THIS PLAT AND JOINS IN THIS DEDICATION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 2025.

SEACOAST BANK _____ WITNESS _____
PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____ WITNESS _____
PRINTED NAME: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE [ ] OR ONLINE NOTARIZATION APPEARED _____, AS _____ OF SEACOAST NATIONAL BANK,

HE IS [ ] PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____ MY COMMISSION EXPIRES: _____
(SIGNATURE OF NOTARY PUBLIC)

_____
(PRINTED NAME NOTARY PUBLIC)

PLAT NOTES:

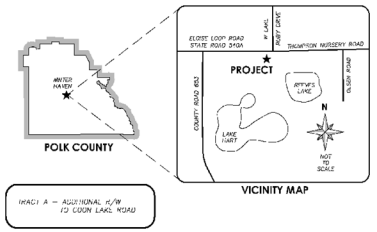
1) NORTH, THE BEARINGS AND THE COORDINATES SHOWN HEREON ARE REFERENCED TO THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD 83), ADJUSTMENT OF 2011. THE BEARING OF S30°11'39"E WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, AS SHOWN HEREON IS HELD AS REFERENCE.

THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 AND ARE BASED ON NATIONAL GEODETIC SURVEY CONTROL STATION "J 767", HAVING AN ELEVATION OF 147.76'.

2) PROPERTY IS LOCATED IN FLOOD ZONE "X – AREA DETERMINED TO BE OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN" ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 12105C0535h, WITH AN EFFECTIVE DATE OF 12/22/16.

3) PER FLORIDA STATUTE 177.091 (28) ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.

4) NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



VICINITY MAP

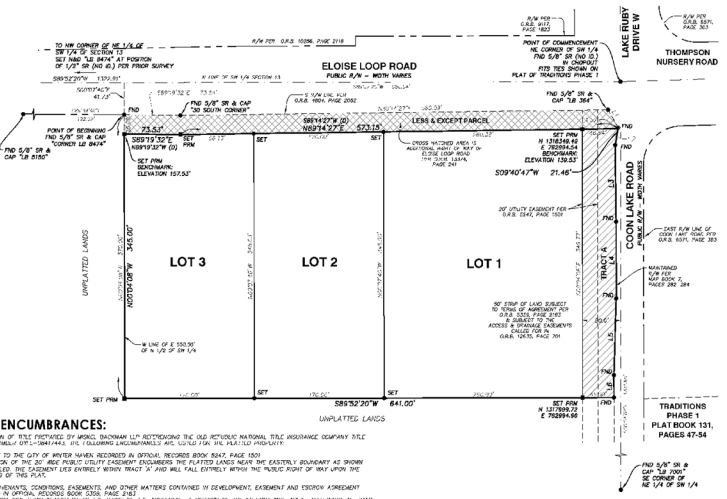
LEGAL DESCRIPTION:

A parcel of land in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the northeast corner of the Southwest 1/4 of said Section 13 as shown on the plat of Traditions Phase 1, recorded in Plat Book 131, pages 47–54 of the public records of Polk County, Florida; thence S 89°52'20" W along the north line of said Southwest 1/4 a distance of 650.04 feet; thence S 00°07'40" E a distance of 45.73 feet to the Point of Beginning on the south right of way line of Thomson Nursery Road as recorded in Official Records Book 4804, page 2052 of the public records of Polk County, Florida; thence S 89°52'20" E along said right of way a distance of 73.54 feet; thence N 89°42'27" E along said right of way line a distance of 560.39 feet to the westerly maintained right of way line of Coon Lake Road as shown on the Polk County Maintained Right of Way Map recorded in Map Book 7, pages 285–286, thence along said westerly maintained right of way line for the following six courses: (1) S 29°49'28" E a distance of 20.84 feet; (2) S 06°47'47" W a distance of 22.03 feet; (3) S 10°24'21" E a distance of 100.00 feet; (4) S 00°54'08" E a distance of 100.00 feet; (5) S 01°38'38" W a distance of 100.04 feet; (6) S 00°01'08" E a distance of 29.11 feet; thence S 89°52'20" W a distance of 641.00 feet; thence N 00°54'08" W a distance of 370.30 feet to the Point of Beginning.

LESS AND EXCEPT:

Commence at the northeast corner of the Southwest 1/4 of said Section 13 as shown on the plat of Traditions Phase 1, recorded in Plat Book 131, pages 47–54 of the public records of Polk County, Florida; thence S 89°52'20" W along the north line of said Southwest 1/4 a distance of 650.04 feet; thence S 00°07'40" E a distance of 45.73 feet to the Point of Beginning being on the south right of way line of Lake Lulu Road as described in Official Records Book 4804, page 2052 of the public records of Polk County, Florida; thence along said right of way line for the following two courses; (1) S 89°52'20" E a distance of 73.54 feet, (2) N 89°42'27" E a distance of 560.09 feet to the westerly maintained right of way line of Coon Lake Road as shown on the Polk County Maintained Right of Way Map recorded in Map Book 7, pages 285–286, thence along said westerly maintained right of way line for the following five courses: (1) S 29°49'28" E a distance of 26.84 feet; (2) S 06°47'47" W a distance of 1.57 feet; thence S 89°42'27" W a distance of 573.15 feet; thence N 89°52'20" W a distance of 73.53 feet back on the west line of the East 650.00 feet of the North 1/2 of the SW 1/4 of said Section 13; thence N 00°54'08" W along said west line a distance of 25.00 feet to the Point of Beginning.



TITLE ENCUMBRANCES:

AN OPINION OF TITLE PREPARED BY MSNCI, BACKMAN LLP REFERENCING THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE POLICY NUMBER OPL-1994744.3, BUT FOLLOWING ENCUMBRANCES ARE LISTED FOR THE PLATTED PROPERTY:

EASEMENT TO THE CITY OF WINTER HAVEN RECORDED IN OFFICIAL RECORDS BOOK 5047, PAGE 1551
** A PORTION OF THE 20' WIDE PUBLIC UTILITY EASEMENT ENCUMBERS THE PLATTED LANDS NEAR THE EASTERLY BOUNDARY AS SHOWN AND LABELED. THIS EASEMENT LIES ENTIRELY WITHIN TRACT 'A' AND WILL FALL ENTIRELY WITHIN THE PUBLIC RIGHT OF WAY UPON THE RECORDING OF THIS PLAT.*

TERMS, COVENANTS, CONDITIONS, EASEMENTS, AND OTHER MATTERS CONTAINED IN DEVELOPMENT, EASEMENT AND ESCROW AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5359, PAGE 2163
** A 50 FOOT WIDE SWORN IS SHOULD TO BE USED BY U.S. ROLLINGS, A PORTION OF THE 50 FOOT WIDE AREA FALLS INSIDE OF THAT 'A' AS SHOWN AND LABELED. THE AREA WILL FALL ENTIRELY WITHIN THE PUBLIC RIGHT OF WAY UPON THE RECORDING OF THIS PLAT.*

MEMORANDUM OF UNDERSTANDING RECORDED IN OFFICIAL RECORDS BOOK 12835, PAGE 693.
** 33+ PLATTED LANDS ARE PART OF A PLANNED DEVELOPMENT AREA AND ARE, AT THIS TIME SUBJECT TO THE TERMS OF THIS DOCUMENT. SEE DOCUMENT FOR DETAILS.*

ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12835.
** A 90 FOOT WIDE STRIP ALONG THE EASTERLY BOUNDARY OF THE PLATTED LANDS IS SUBJECT TO FUTURE ACCESS AND UTILITY EASEMENTS. A PORTION OF THIS 90 FOOT WIDE AREA FALLS INSIDE OF THAT 'A' AS SHOWN AND LABELED. THIS AREA WILL FALL ENTIRELY WITHIN THE PUBLIC RIGHT OF WAY UPON THE RECORDING OF THIS PLAT.*

NOTICE(S) NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 13868, PAGE 1044.

RECIPROCAL ACCESS AND COST-SHARING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 13397, PAGE 1611.
** ALL OF THE PLATTED LANDS FALL WITHIN THE LANDS DESCRIBED AS BEING SUBJECT TO THE AGREEMENT. SEE DOCUMENT FOR DETAILS.*

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 13367, PAGE 1178
** ALL OF THE PLATTED LANDS FALL WITHIN THE LANDS DESCRIBED AS BEING SUBJECT TO THE DECLARATION. SEE DOCUMENT FOR DETAILS.*

EASEMENT TO TAMPA ELECTRIC COMPANY RECORDED IN OFFICIAL RECORDS BOOK 13518, PAGE 317
** THE DOCUMENT DESCRIBES A UTILITY EASEMENT THAT IS BLANKET IN NATURE AND ENCUMBERS THE ALL OF THE PLATTED PROPERTY. THE EASEMENT IS UNPLOTTABLE DUE TO ITS BLANKET NATURE AND CURRENTLY IS NOT BEING UTILIZED AS THE LANDS ARE UNDEVELOPED. AT THE TIME OF THE PLAT PARTIES WERE NO WHERE WITHIN METERS THAT DESCRIPTION IN THE DOCUMENT.*

NOTICE OF SALE FOR RECIPROCAL ACCESS AND COST SHARING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 13403, PAGE 1327.

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED IN OFFICIAL RECORDS BOOK 13413, PAGE 1303.

NOTICE OF COMMENCEMENT RECORDED IN OFFICIAL RECORDS BOOK 13420, PAGE 504.

Line Table		
Line #	Direction	Length
L1	S29° 49' 28"E	26.84'
L2	S06° 47' 47"W	23.33'
L3	S00° 54' 11"E	100.00'
L4	S09° 04' 08"E	100.26'
L5	S01° 38' 38"W	100.04'
L6	S00° 54' 08"E	29.14'

LEGEND:

FND	FOUND	SET PRM ■	SET 4"X4" CM & CAP "PRM LB 8474"
SR	STEEL ROD	SET ●	SET 5/8" SR & CAP "CORNER LB 8474"
NAIL	NAIL & DISK	FND ●	FOUND 5/8" SR & CAP "CORNER LB 8474"
CM	CONCRETE MONUMENT		
R/W	RIGHT OF WAY	FND ●	FOUND 5/8" SR & CAP "CORNER LB 8474"
ID.	IDENTIFYING #		
O.R.B.	OFFICIAL RECORDS BOOK	FND ●	FOUND NAIL "LB 8474"
PRM	PERMANENT REFERENCE MONUMENT		
(D)	DESCRIPTION COURSE		

CLERK OF THE CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF POLK

I, STACEY M. BUTTERFIELD, CLERK OF THE CIRCUIT COURT OF POLK COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING THIS _____ DAY OF _____, 2025.

BY: STACEY M. BUTTERFIELD CLERK
CLERK OF THE CIRCUIT COURT

CITY COMMISSION APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT HAS RECEIVED FINAL APPROVAL BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA IN AN OPEN MEETING THIS _____ DAY OF _____, 2025.

BY: NATHANIEL J. BIRDSONG, JR., MAYOR ATTEST: CITY CLERK

ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR APPROVAL

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS APPROVED BY THE CITY OF WINTER HAVEN ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR THIS _____ DAY OF _____, 2025

BY: DIRECTOR – WINTER HAVEN

ENGINEERING SERVICES DIVISION APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ENGINEERING SERVICES DIVISION THIS _____ DAY OF _____, 2025.

BY: AMIN A. HARAHAP, P.E., CITY ENGINEER
WINTER HAVEN, FLORIDA

CITY SURVEYOR / CONSULTANT APPROVAL:

STATE OF FLORIDA
COUNTY OF POLK

THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER HAS REVIEWED THIS PLAT FOR CONFORMITY TO FLORIDA STATUTES 177, PART 1, AND FOUND IT TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF SAID STATUTE.

_____ DATE
JEFFREY P. ANDERMAN, PSM
FLORIDA REGISTRATION NO. 7358
CHASTAIN & SKILLMAN
FLORIDA REGISTRATION LB 262

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY THAT THIS PLAT OF "TRADITIONS RETAIL" IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND PLATTED UNDER MY JURISDICTION AND SUPERVISION, AND THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES.

_____ DATE
ERIC M. PRESNELL, PSM
FLORIDA REGISTRATION NO. 5868
30 SOUTH, LLC

30 SOUTH SURVEYING

30 SOUTH, LLC.
425 SOUTH FIRST AVENUE
SEBRING, FLORIDA 33870
PHONE: (863)-402-3530
LICENSED BUSINESS No. LB 8474

DATE: March 26, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-18: Request by TBHG, LLC to vacate four public utility easements established in 1981; the easements consist of a 15-foot-wide water main easement totaling 3,269.41 feet in length, as recorded in the Official Records Book: 2095, Page 1806; Book 2090, Page 235; Book 2090, Page 237; and Book 2095 Page 1802 of the Public Records of Polk County. General Location: The northwest/southeast easements are generally located between 35th Street NW and Avenue C SW, north of the CSX railroad line.

BACKGROUND

In December, 1981, the City was granted four, 15-foot wide perpetual utility easements of various lengths, totaling 3,269.41 feet for the construction, installation, and maintenance of municipal water mains, as recorded in the Official Records Book 2095, Page 1806; Book 2090, Page 235; Book 2090, Page 237; and Book 2095 Page 1802 respectively of the Public Records of Polk County, Florida. The owner of these lands TBHG, LLC has arranged for the relocation/abandonment of all existing water mains within these easements, and is now requesting that the City vacate and release the easements granted in 1981 to allow for the construction of the Lake Deer Townhouse development.

The City's Engineering Division and Water Department have no objections to this vacation request. As part of the redevelopment of this site any abandoned/inactive water main utilities within the 1981 easements to requested to be abandoned will be removed at the developer's expense. New utility easements for the new utilities will be provided for in a forthcoming subdivision plat for the Lake Deer Townhouse development.

FINANCIAL IMPACT

There will be no financial impacts associated with this request.

STRATEGIC PLAN ALIGNMENT

- This is an approval of the vacation of utility easements and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars

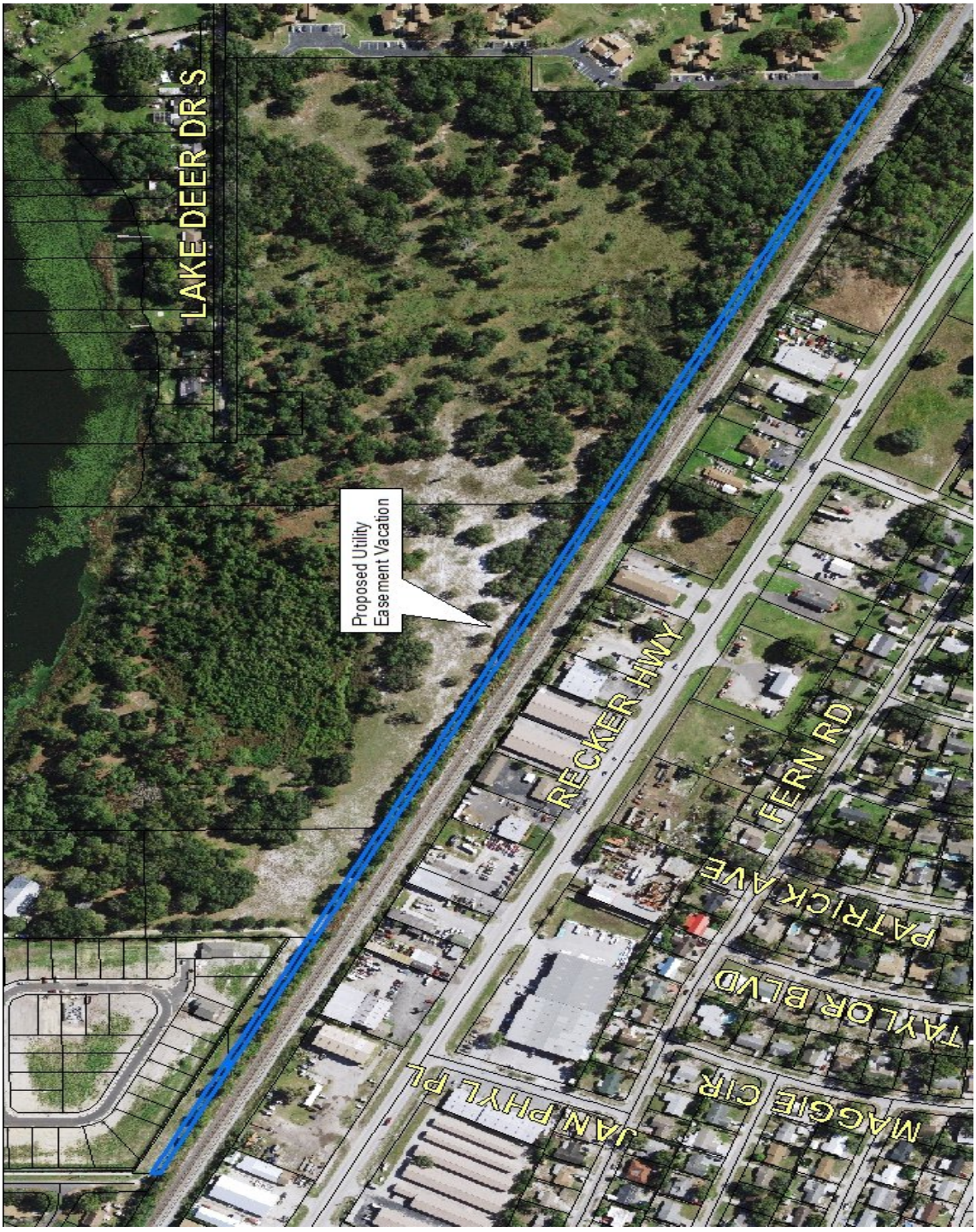
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-18 authorizing the vacation and abandonment of the 1981 utility easements and authorizing the City Manager and other appropriate City Officials to execute any documents and take any necessary actions related to the vacation requests.

ATTACHMENTS

- Aerial Map
- Resolution R-25-18

Aerial Map


LAKE DEER DR S
Proposed Utility Easement Vacation
RECKER HWY
FERN RD
PATRICK AVE
TAYLOR BLVD
MAGGIE CIR
JAN PHYL PL

Space for Recording

RESOLUTION R-25-18

A RESOLUTION TERMINATING, ABANDONING, AND RELEASING FOUR, 15-FOOT WIDE UTILITY EASEMENTS TOTALING 3,269.41 FEET IN LENGTH DEDICATED IN FAVOR OF THE CITY OF WINTER HAVEN AS RECORDED IN OFFICAL RECORDS BOOK: 2095, PAGE 1806; BOOK 2090, PAGE 235; BOOK 2090, PAGE 237; AND BOOK 2095 PAGE 1802, PUBLIC RECORDS OF POLK COUNTY FLORIDA; AUTHORIZING THE MAYOR AND OTHER CITY OFFICALS TO EXECUTE A TERMINATION, ABANDONMENT, AND RELEASE OF SAID EASEMENTS IN FAVOR OF THE CITY OF THE WINTER HAVEN, FLORIDA; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: The northwest/southeast easements are generally located between 35th Street NW and Avenue C SW, north of the CSX railroad line.)

WHEREAS, In December,1981, the City was granted four, 15-foot wide perpetual utility easements for the construction, installation, and maintenance of municipal water mains. The Petitioner, TBHG, LLC, requests that the City Commission of the City of Winter Haven, Florida close, abandon, and vacate the utility easements consisting of a 15-foot wide, 3,269.41 feet long strip of land lying between 35th Street Northwest and Avenue C Southwest, as recorded in the Official Records Book 2095, Page 1806; Book 2090, Page 235; Book 2090, Page 237; and Book 2095 Page 1802 respectively of the Public Records of Polk County, Florida and as more particularly described and depicted on Exhibits "A", "B", "C", and "D" attached hereto and made part hereof; and

WHEREAS, the current owner of the property TBHG, LLC, has requested that the City of Winter Haven terminate, abandon, and release any rights regarding the above referenced easements in favor of the City of Winter Haven; and

WHEREAS, no active City utilities are located or planned to be located within said above referenced easements area; and

WHEREAS, City Engineering and Utility Departments were contacted about the vacation, termination, abandonment, and release of the subject easements and no objections letters have been received; and

WHEREAS, descriptions and depictions of the lands being released from the subject easements is described in the recorded easement documents and as set forth in Exhibits "A" through "D" which are hereto attached and incorporated herein by reference; and

WHEREAS, it is in the best interests of and will promote the health, safety and welfare of the citizens and residents of the City of Winter Haven, Florida for the City Commission of the City of Winter Haven, Florida to terminate, abandon, and release the subject easements and authorize the Mayor, City Manager, and other City Officials to execute and deliver a TERMINATION, ABANDONMENT, AND RELEASE OF EASEMENT in the form attached hereto as EXHIBIT "E" and incorporated herein to the property owner.

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

1. The above recitals are incorporated herein as the factual basis for passage of this Resolution.

2. The City Commission does hereby terminate, abandon, and release the easements in, over, and upon the lands described and depicted on Exhibits "A", "B", "C", and "D" which are attached hereto and incorporated herein by reference and authorize the Mayor, City Manager, and other City Officials to execute and deliver a recordable TERMINATION, ABANDONMENT, AND RELEASE OF EASEMENT in the form attached hereto as EXHIBIT "E" to the property owner.

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

4. All Resolutions in conflict with this Resolution are hereby repealed in order to give this Resolution full force and effect.

5. This Resolution shall become effective immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 14th day of April, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”
Page 1 of 2

1. Easement 1 – the lands described in that Public Utility Easement granted to the City of Winter Haven, dated December 18, 1981 and recorded in OR Book 2095, Page 1806, public records of Polk County, Florida.

Exhibit “A”
Page 2 of 2



Exhibit “B”
Page 1 of 2

2. Easement 2 – The lands described in that Public Utility Easement granted to the City of Winter Haven, dated December 2, 1981 and recorded in OR Book 2090, Page 235, public records of Polk County, Florida.

Exhibit “B”
Page 2 of 2



Exhibit “C”
Page 1 of 2

3. Easement 3 – The lands described in that Public Utility Easement granted to the City of Winter Haven, dated December 21, 1981 and recorded in OR Book 2095, Page 1802, public records of Polk County, Florida.

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Exhibit “C”
Page 2 of 2

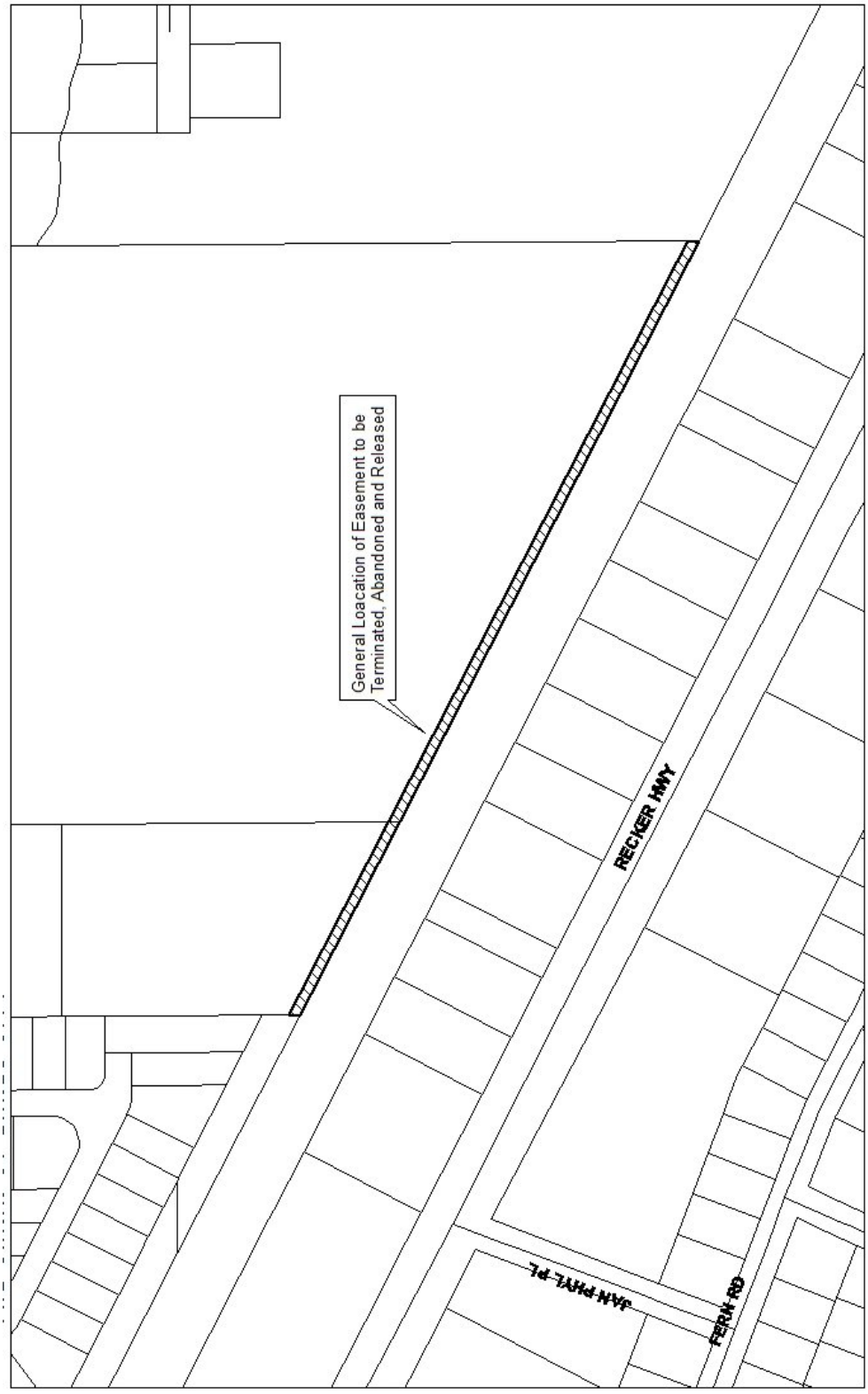


Exhibit "D"
Page 1 of 2

4. Easement 4 – The lands described in that Public Utility Easement granted to the City of Winter Haven, dated December 2, 1981 and recorded in OR Book 2095, Page 1802, public records of Polk County, Florida.

Exhibit “D”
Page 2 of 2

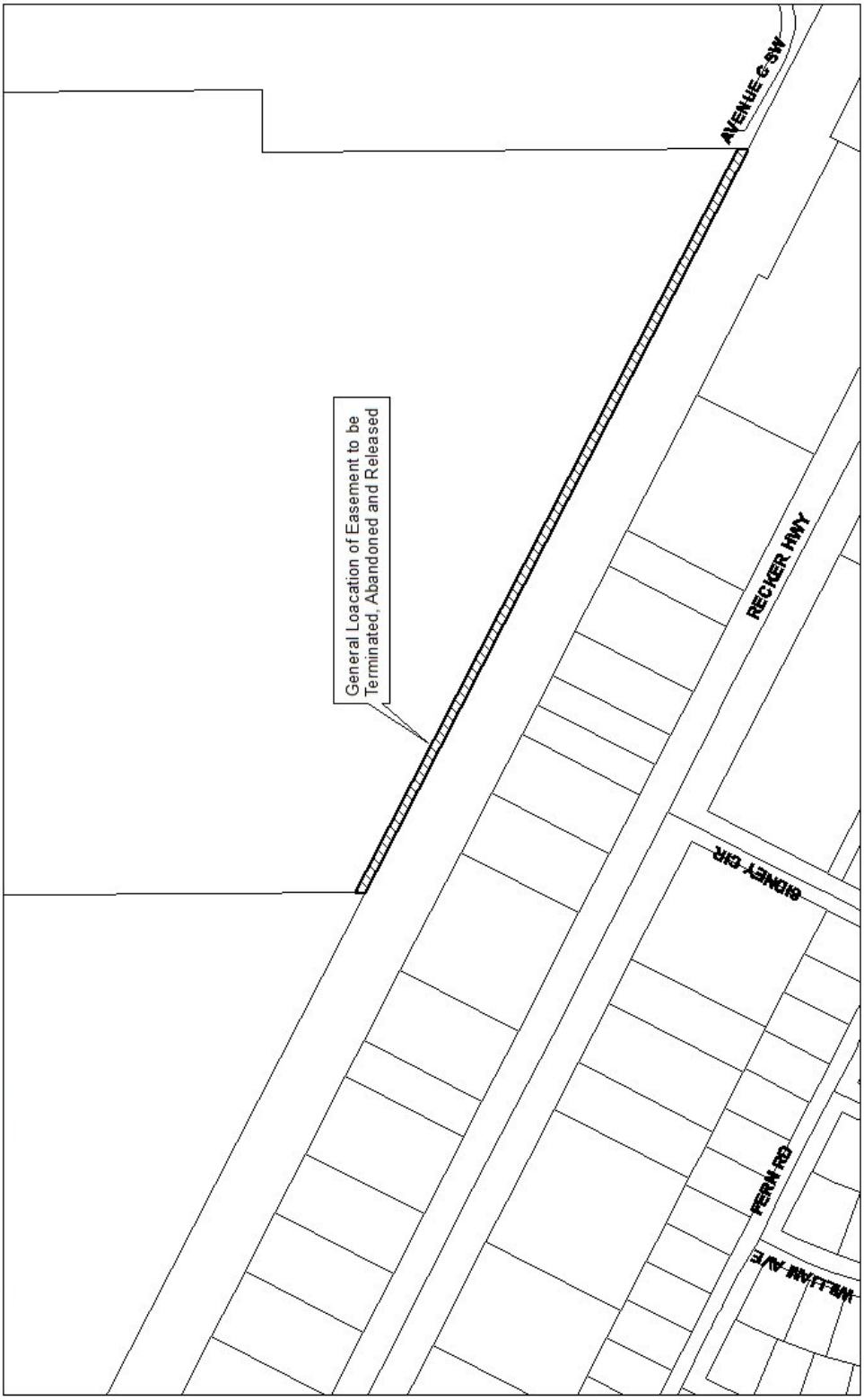

AVENUE G SW
General Loacation of Easement to be Terminated, Abandoned and Released
RECKER HWY
SIDNEY DR
PERM RD
WILLIAM AVE

Exhibit "E"

TERMINATION, ABANDONMENT AND RELEASE OF UTILITY EASEMENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF WINTER HAVEN, FLORIDA has terminated, abandoned, and released, and by these presents does herby terminate, abandon, and release those certain Easements granted to the CITY OF WINTER HAVEN, FLORIDA by: J. Welborn Bentley & William M Bentley in an instrument dated the 18th day of December, 1981 and as recorded in Official Records Book 2095, Page 1806; W.C. Carter Jr. in an instrument dated the 21st day of December, 1981 and as recorded in Official Records Book 2090, Page 235; Floront Investments, Inc. Roy Stewart, President in an instrument dated the 21st day of December, 1981 and as recorded in Official Records Book 2090, Page 237; Lake Deer Properties Inc., G.W. Stewart, Vice President in an instrument dated the 2nd day of December, 1981 and as recorded in Official Records Book 2095, Page 1802 all of the Public Records of Polk County, Florida

Signed, sealed, and delivered
In the presence of:

ATTEST WITH SEAL

City of Winter Haven, Florida
A Florida Municipal Corporation

By: _____
Vanessa Castillo, City Clerk

By: _____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

Approved as to correctness and form:

By: _____
Frederick J. Murphy, Jr.,
City Attorney

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this ____day of_____ 2025, by_____, as the Mayor of the City of Winter Haven, Florida, who is___ personally known or ____ has produced a driver's license as identification, and who is authorized to execute same on behalf of the City of Winter Haven, Florida, a Florida Municipal Corporation.

(Notary Seal)

_____

Notary Public, State of Florida

Print Name_____

My Commission Expires: _____

DATE: March 24, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-25-11: Request by PTP Real Estate Enterprises, LLC to assign Neighborhood Support Future Land Use to an annexed parcel. General Location: 75 Sage Road. The area covered by this request is 8.64± acres; and

Ordinance O-25-12: Request by PTP Real Estate Enterprises, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: 75 Sage Road. The area covered by this request is 8.64± acres; and

---

BACKGROUND

PTP Real Estate Enterprises, LLC, petitioner, requests the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The parcel, totaling 8.64± acres, is generally located at 75 Sage Road. The parcel was annexed into the City November 25, 2024. The petitioner intends to develop the property with a medical office.

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

SURROUNDING USES

The subject property is located along the Dundee Road mixed use corridor which consists of a mixture of industrial, commercial, and residential. The property is surrounded by single-family residential to the north; single-family residential and a gas station to the east across Sage Road; a vacant commercial parcel located in Unincorporated Polk County to the south across Dundee Road; and a commercial parcel with mobile food vending to the west.

INFRASTRUCTURE

Based on 8.64 acres, the maximum potential square footage under the proposed Neighborhood Support Future Land Use would be 94,090 square feet (8.64 acres x 43,560 sf x 0.25 FAR). The table below shows the potential demands for 94,090 square feet of commercial.

Type of Infrastructure	Available Capacity	Vested Demands	Potential Demands	Remaining Capacity
Potable Water and Sewer (as of January 31, 2025)				
Potable Water	2,330,000 gpd	2,143,600 gpd	20,700 gpd	165,700 gpd
Sewer (WWTP 3)	2,978,000 gpd	1,011,000 gpd	18,216 gpd	1,948,784 gpd
Transportation (Background Data from Polk TPO)				
Dundee Road/SR 542 *Eastbound (PM Peak Hour)*	1,522 trips	215 trips	173 trips	1,134 trips
Dundee Road/SR 542 *Westbound (PM Peak Hour)*	1,495 trips	117 trips	181 trips	1,197 trips
Carl Floyd Road *Southbound (PM Peak Hour)*	790 trips	0 trips	118 trips	672 trips

Based on the numbers in the table above, supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

When C-3 development standards, on-site parking requirements, and stormwater requirements are applied to the property, the actual maximum square footage would likely be less, as would the impact.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Business Park Center (BPC-2). The requested Neighborhood Support Future Land Use is consistent with the property's location along an arterial highway corridor and City designations in the area. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

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 March 4, 2025 regular meeting, voted to recommend approval of these requests. One member of the public spoke regarding concerns of the access location on Sage Road and potential uses which would be permitted under the requested zoning.

NOTIFICATION

All notification requirements for these requests were met.

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 property's location along an arterial highway corridor and with developed uses and City designations in the area; and

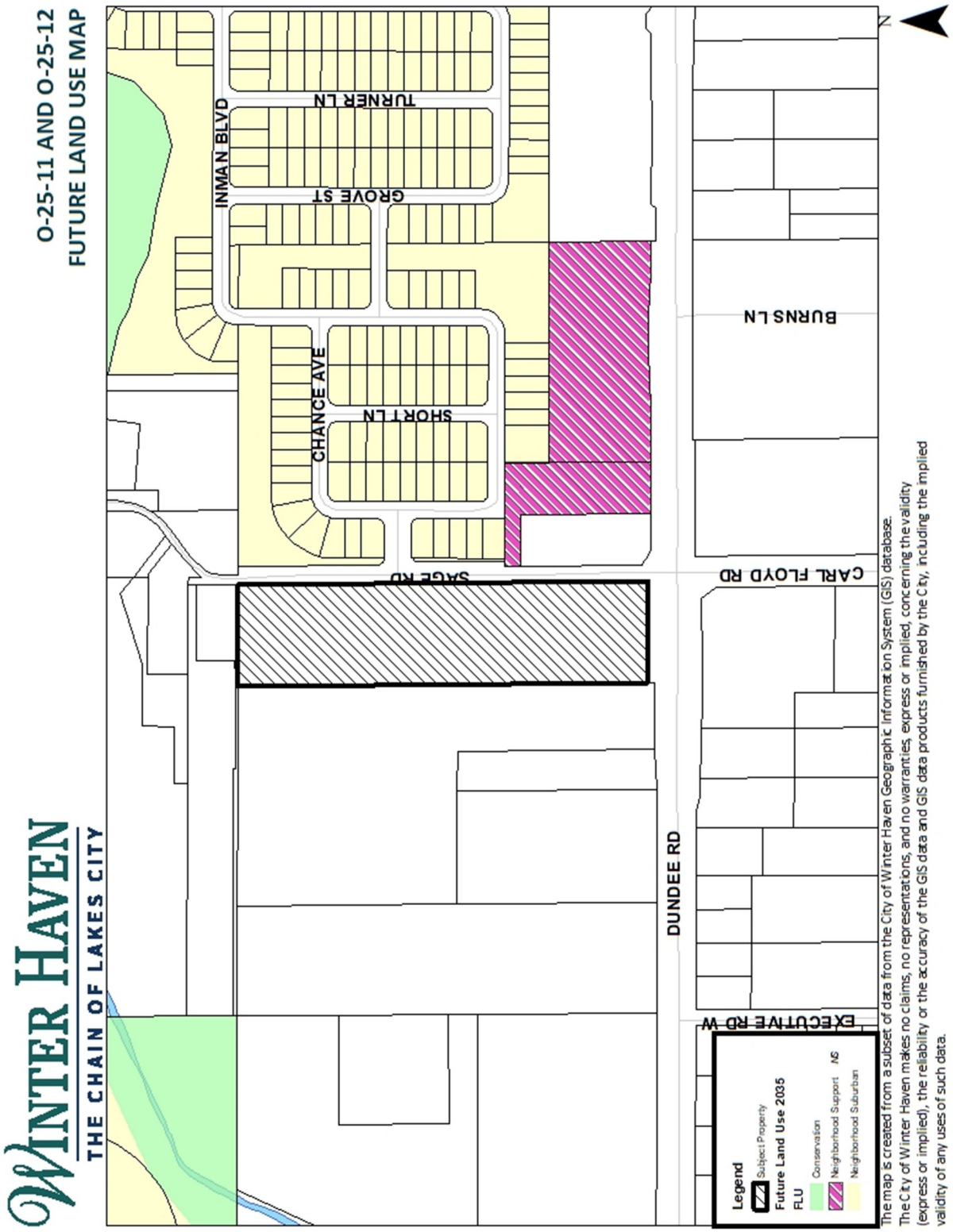
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

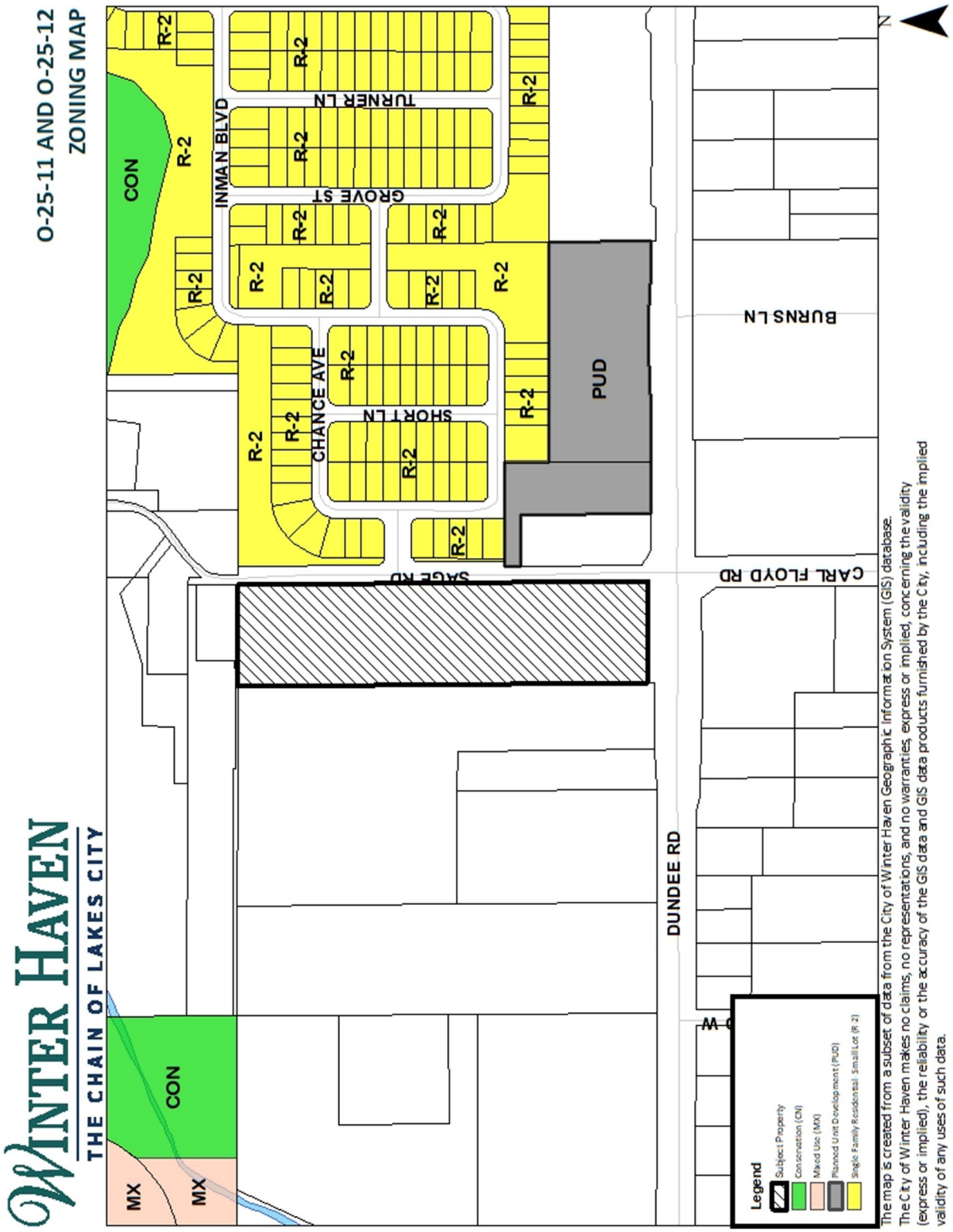
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-11 and O-25-12.

ATTACHMENTS

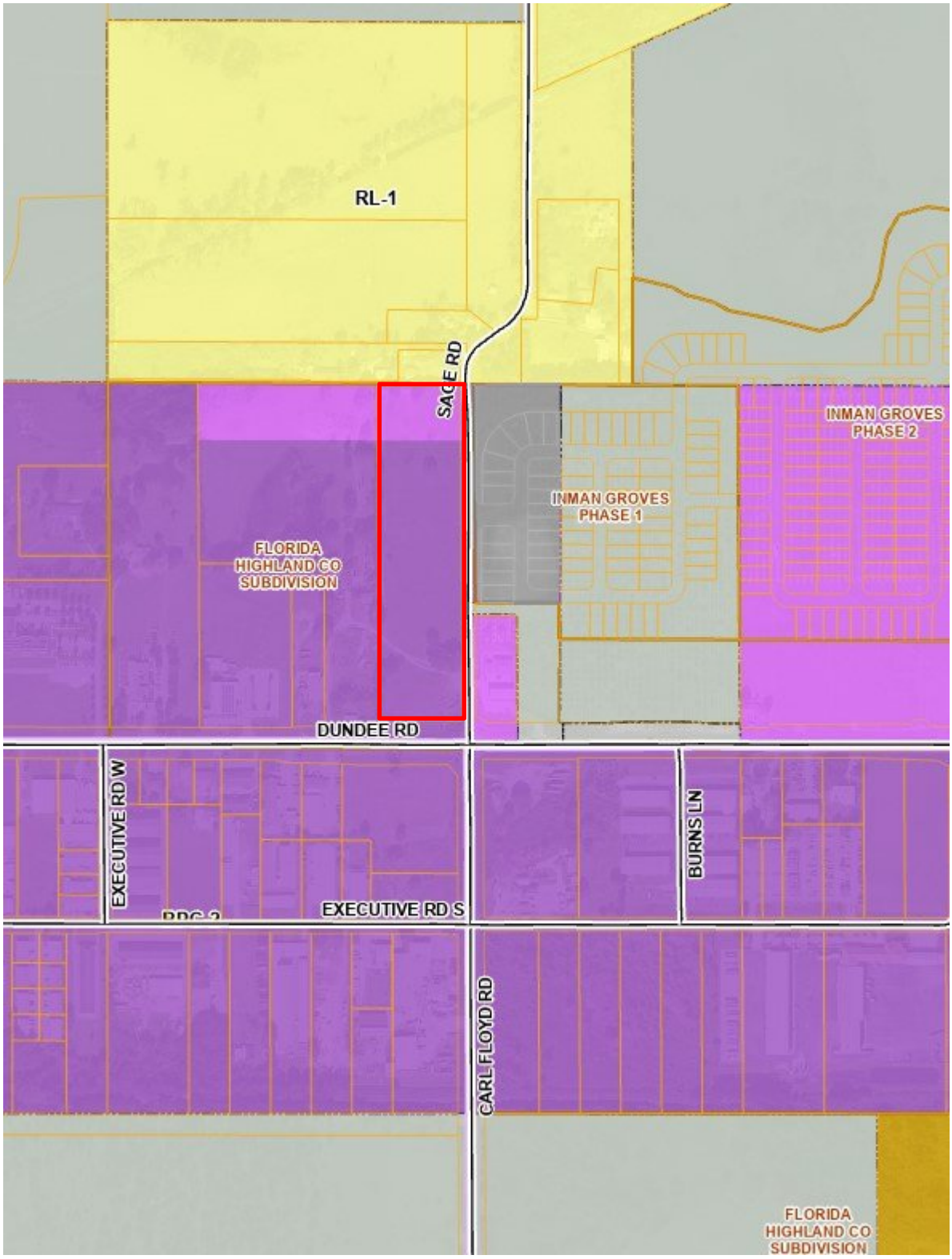
- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-25-11 (Future Land Use)
- Ordinance O-25-12 (Zoning)


O-25-11 AND O-25-12
FUTURE LAND USE MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
BURNS LN
CARL FLOYD RD
DUNDEE RD
EXECUTIVE RD W
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Support
Neighborhood Suburban
NS
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-25-11 AND O-25-12
ZONING MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
R-2
CON
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
PUD
BURNS LN
CARL FLOYD RD
DUNDEE RD
MX
Legend
Subject Property
Conservation (CN)
Mixed Use (MX)
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.
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(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-25-11 AND O-25-12
AERIAL MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
DUNDEE RD
CARL FLOYD RD
BURNS LN
EXECUTIVE RD W
N
Legend
Subject Property
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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POLK COUNTY LAND USE MAP



ORDINANCE NO. O-25-11

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: 75 Sage Road. The area covered by this request is 8.64± 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 April, 2025.

PASSED on second reading this 28th day of April, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

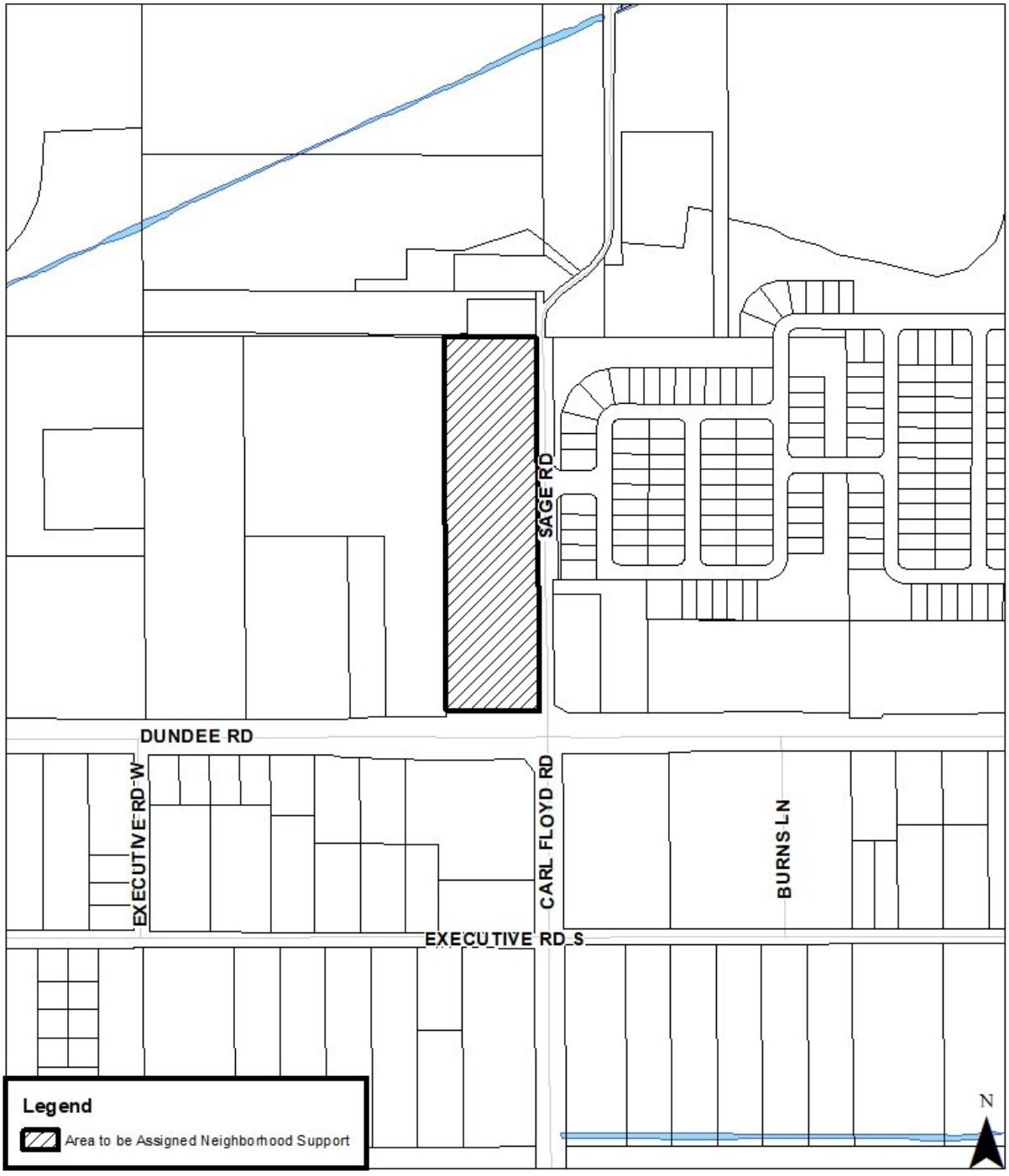
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


SAGE RD
DUNDEE RD
EXECUTIVE RD W
CARL FLOYD RD
BURNS LN
EXECUTIVE RD S
Legend
Area to be Assigned Neighborhood Support
N

DATE: March 24, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-25-11: Request by PTP Real Estate Enterprises, LLC to assign Neighborhood Support Future Land Use to an annexed parcel. General Location: 75 Sage Road. The area covered by this request is 8.64± acres; and

Ordinance O-25-12: Request by PTP Real Estate Enterprises, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: 75 Sage Road. The area covered by this request is 8.64± acres; and

---

BACKGROUND

PTP Real Estate Enterprises, LLC, petitioner, requests the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The parcel, totaling 8.64± acres, is generally located at 75 Sage Road. The parcel was annexed into the City November 25, 2024. The petitioner intends to develop the property with a medical office.

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

SURROUNDING USES

The subject property is located along the Dundee Road mixed use corridor which consists of a mixture of industrial, commercial, and residential. The property is surrounded by single-family residential to the north; single-family residential and a gas station to the east across Sage Road; a vacant commercial parcel located in Unincorporated Polk County to the south across Dundee Road; and a commercial parcel with mobile food vending to the west.

INFRASTRUCTURE

Based on 8.64 acres, the maximum potential square footage under the proposed Neighborhood Support Future Land Use would be 94,090 square feet (8.64 acres x 43,560 sf x 0.25 FAR). The table below shows the potential demands for 94,090 square feet of commercial.

Type of Infrastructure	Available Capacity	Vested Demands	Potential Demands	Remaining Capacity
Potable Water and Sewer (as of January 31, 2025)				
Potable Water	2,330,000 gpd	2,143,600 gpd	20,700 gpd	165,700 gpd
Sewer (WWTP 3)	2,978,000 gpd	1,011,000 gpd	18,216 gpd	1,948,784 gpd
Transportation (Background Data from Polk TPO)				
Dundee Road/SR 542 *Eastbound (PM Peak Hour)*	1,522 trips	215 trips	173 trips	1,134 trips
Dundee Road/SR 542 *Westbound (PM Peak Hour)*	1,495 trips	117 trips	181 trips	1,197 trips
Carl Floyd Road *Southbound (PM Peak Hour)*	790 trips	0 trips	118 trips	672 trips

Based on the numbers in the table above, supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

When C-3 development standards, on-site parking requirements, and stormwater requirements are applied to the property, the actual maximum square footage would likely be less, as would the impact.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Business Park Center (BPC-2). The requested Neighborhood Support Future Land Use is consistent with the property's location along an arterial highway corridor and City designations in the area. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

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 March 4, 2025 regular meeting, voted to recommend approval of these requests. One member of the public spoke regarding concerns of the access location on Sage Road and potential uses which would be permitted under the requested zoning.

NOTIFICATION

All notification requirements for these requests were met.

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 property's location along an arterial highway corridor and with developed uses and City designations in the area; and

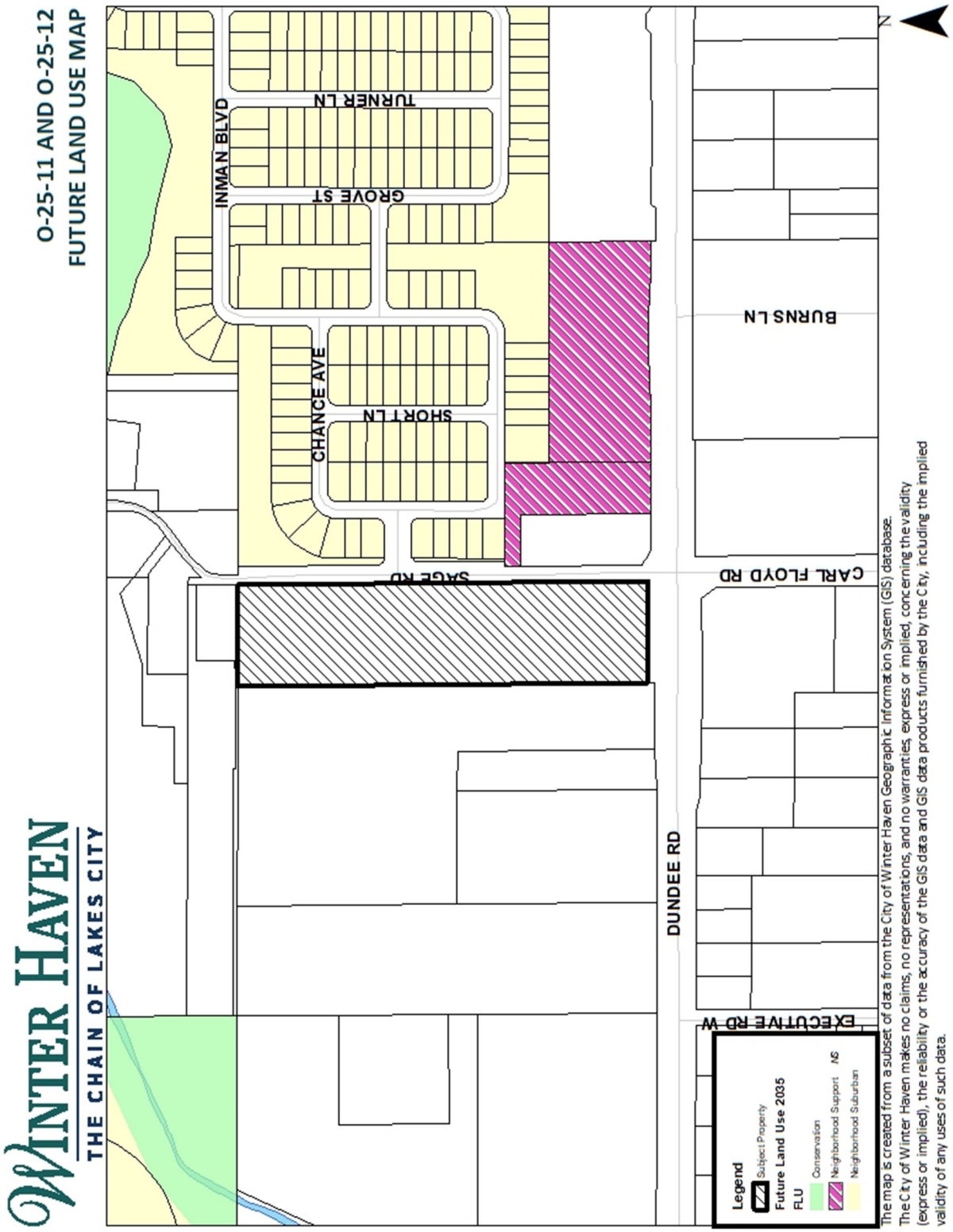
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

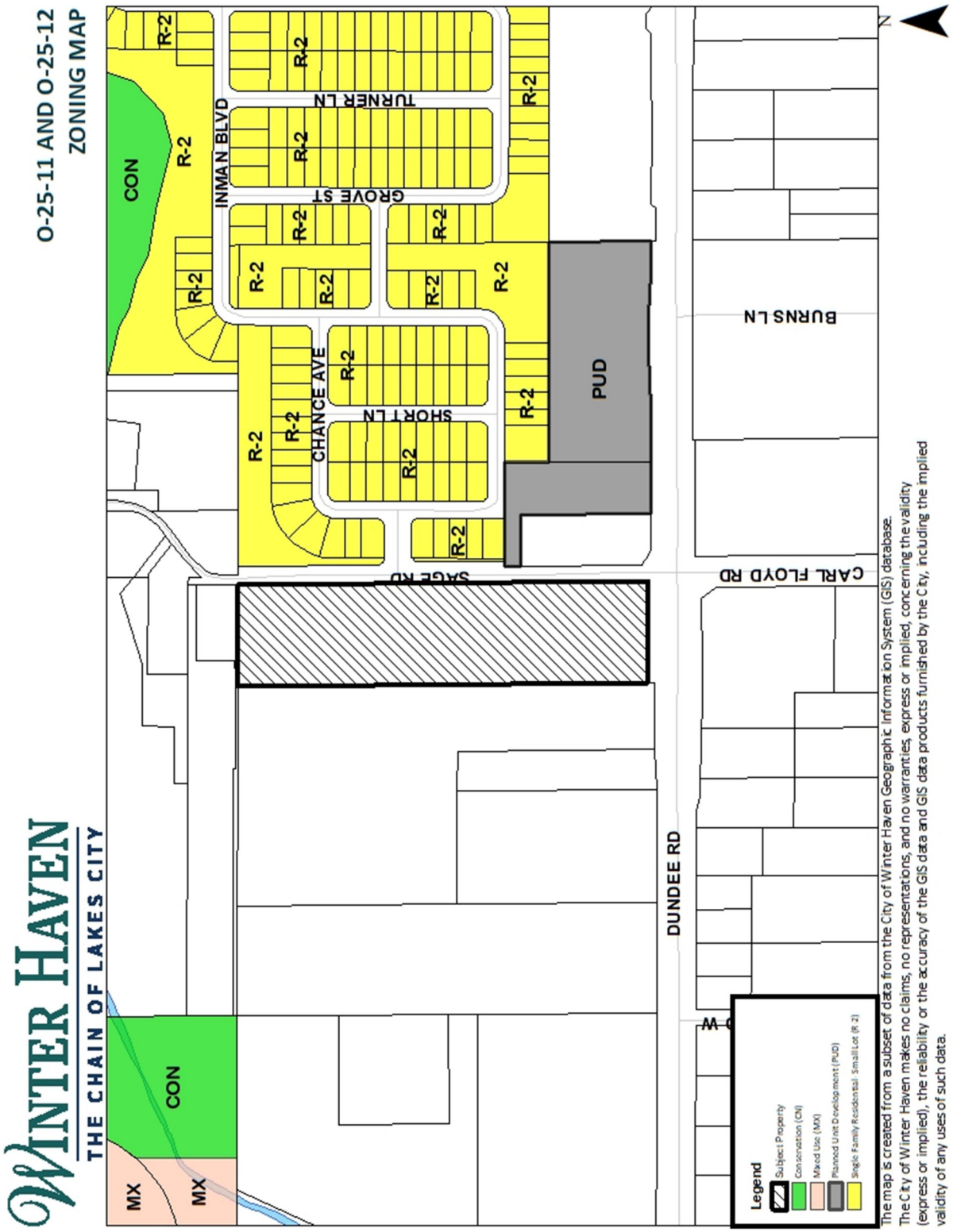
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-11 and O-25-12.

ATTACHMENTS

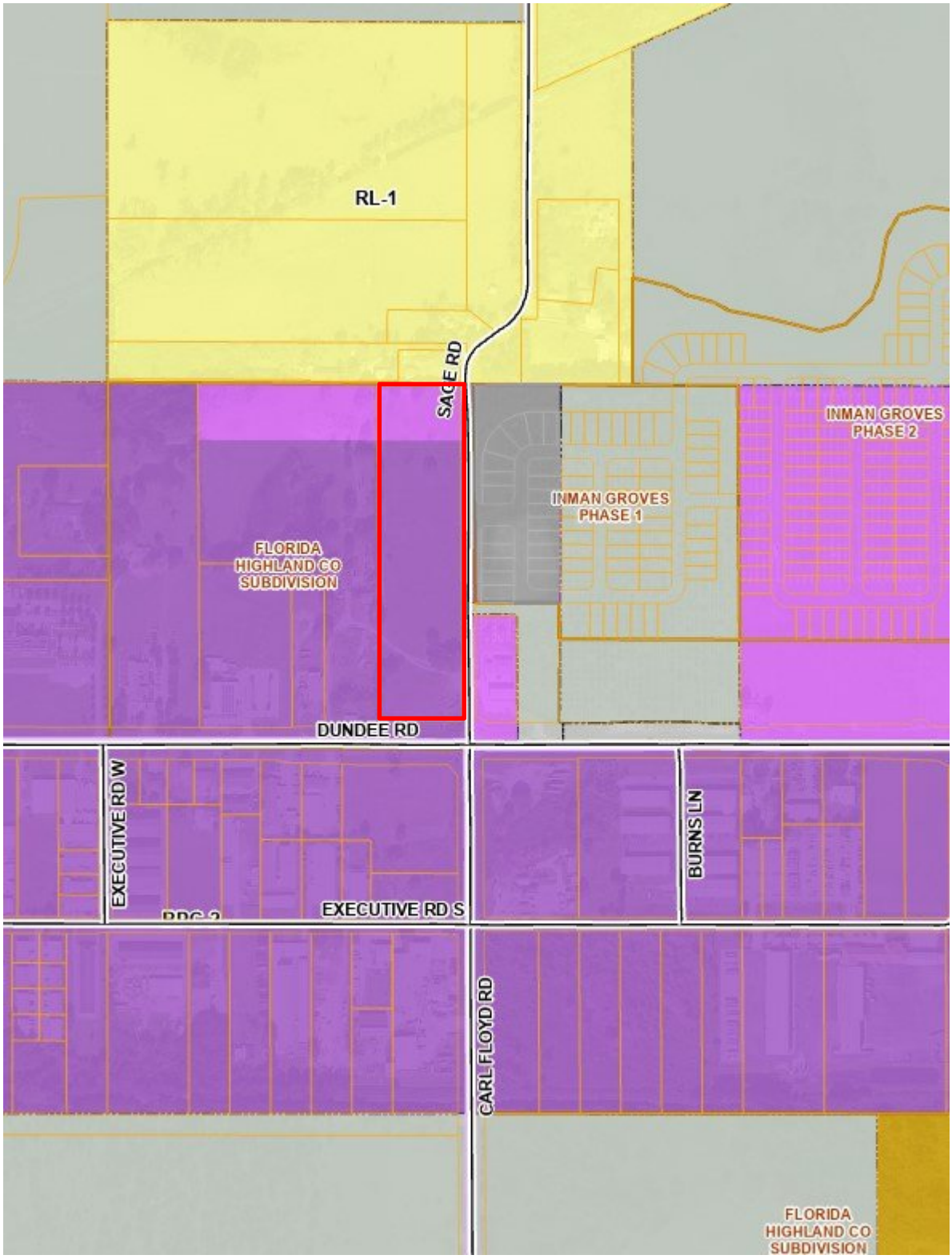
- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-25-11 (Future Land Use)
- Ordinance O-25-12 (Zoning)


O-25-11 AND O-25-12
FUTURE LAND USE MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
BURNS LN
CARL FLOYD RD
DUNDEE RD
EXECUTIVE RD W
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Support
Neighborhood Suburban
NS
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-25-11 AND O-25-12
ZONING MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
R-2
CON
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
PUD
BURNS LN
CARL FLOYD RD
DUNDEE RD
MX
Legend
Subject Property
Conservation (CN)
Mixed Use (MX)
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.
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(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-25-11 AND O-25-12
AERIAL MAP
WINTER HAVEN
THE CHAIN OF LAKES CITY
INMAN BLVD
TURNER LN
GROVE ST
CHANCE AVE
SHORT LN
SAGE RD
DUNDEE RD
CARL FLOYD RD
BURNS LN
EXECUTIVE RD W
N
Legend
Subject Property
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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POLK COUNTY LAND USE MAP



ORDINANCE NO. O-25-12

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: 75 Sage Road. The area covered by this request is 8.64± 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, described 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-25-11; 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 April, 2025.

PASSED on second reading this 28th day of April, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

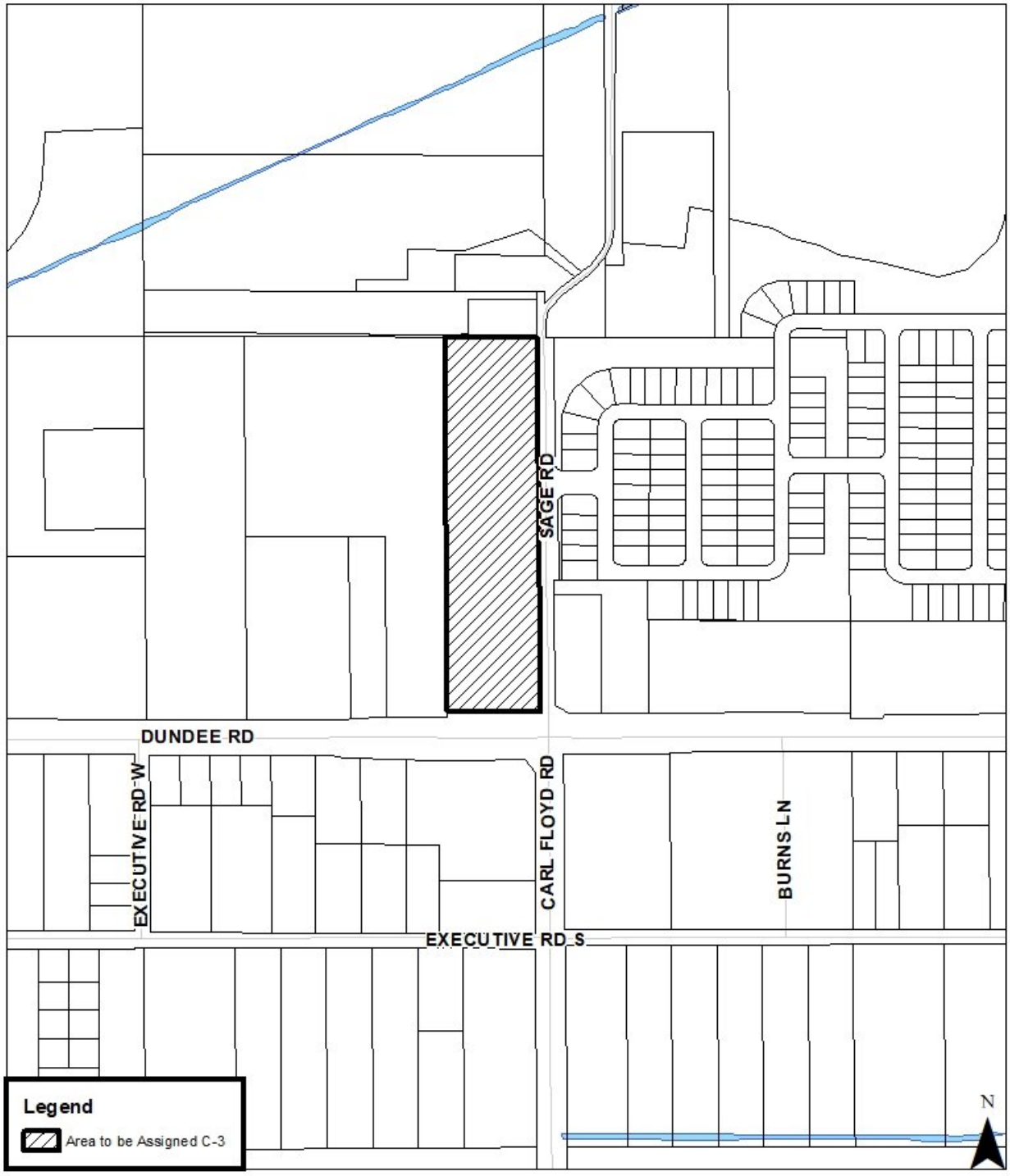
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


SAGE RD
DUNDEE RD
EXECUTIVE RD W
CARL FLOYD RD
BURNS LN
EXECUTIVE RD S
Legend
Area to be Assigned C-3
N

DATE: March 28, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-17 an Ordinance Amending O-24-44 appropriating funds for Fiscal Year ending September 30, 2025

BACKGROUND

Per F.S. 166.241, the City Commission may amend its budget by ordinance to appropriate and expend funds that were not anticipated in the approved budget. Encumbrance roll forwards occur when purchase order commitments are carried forward from one fiscal period to the next. Due to the encumbrance roll forwards from the Fiscal Year 2024, adjustments to the fiscal year 2025 budget are required. These adjustments are necessary to accurately reflect the remaining funds available after accounting for these commitments.

Exhibit A reflects outstanding encumbered purchase orders that were brought forward to fiscal year 2025.

FINANCIAL IMPACT

The appropriated governmental funds reflect a budget increase of $3,858,447 offset by encumbrances in the same amount for the respective funds.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-17 approving a budget amendment for the encumbered purchase order roll forwards.

ATTACHMENTS

- Ordinance O-25-17
- Exhibit A

ORDINANCE NO. O-25-17

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

WHEREAS, the City of Winter Haven's prior fiscal year ended on September 30, 2024; and

WHEREAS, encumbered purchase orders were brought forward to fiscal year 2025; and

WHEREAS, proper accounting procedures require that payment for the goods and/or services requested under encumbered purchase orders be reflected in the City's 2025 fiscal year budget; and

WHEREAS, the roll forward of encumbered purchase orders is not reflected in the original budget process; therefore it is necessary for the City Commission to amend the budget for fiscal year 2024-25; and

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

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

1. The budget for the City of Winter Haven for the fiscal year 2024-25 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated governmental funds that are amended to reflect encumbered purchase orders.
2. This Ordinance shall take effect on April 28, 2025.

INTRODUCED on first reading this 14th day of April 2025.

PASSED on second reading this 28th day of April 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit A

Fund Name	Amount
001 - General Fund	$ 1,662,408
101 - Library Fund	2,156
106 - Airport Fund	1,528,833
107 - Cemetery Fund	911
108 - CRA - Downtown Fund	425,326
109 - CRA - Florence Villa Fund	150,000
111 - Federal Building Fund	1,294
113 - Building / Permitting Fund	87,519
Total Encumbered Purchase Orders	$ 3,858,447

EXHIBIT A - Detail

Fund	Account		Description	Amount
General Fund	001-07-312-3404	2023-00000249	Yes 2 year Contract for Landscape Maintenance Intermodal Dr STAG Industries, LLC	$ 45,670.84
Airport	106-10-410-6311	2023-00000269	Design, Permit/Construction Admin Services Airport Commerce Park HANSON PROFESSIONAL SERVICES, INC.	1,915.61
General Fund	001-07-312/711-6402	2023-00000292	Equipment for Parks & Grounds, Activity Fields & Cemetery Units WESTCO TURF INC	9,998.90
Airport	106-10-410-6301	2023-00000307	Airport South Apron Rehabilitation Construction 10/13/23-8/31/24 Hubbard Construction Company	1,306,918.06
Airport	106-10-410-6301	2023-00000310	South Apron Rehab. Construction & RPR Services 10/13/23-8/31/24 HANSON PROFESSIONAL SERVICES, INC.	10,100.40
CRA Downtown	108-10-215-3101	2024-00000012	Wayfinding Master Plan Implementation Services WALKER CONSULTANTS INC	10,000.00
General Fund	001-07-700-3105	2024-00000022	Parks, Recreation and Trails Master Plan KIMLEY-HORN AND ASSOCIATES, INC.	69,595.50
General Fund	001-01-103-3404 001-02-110-3404	2024-00000025	FY24 Videos / Photos - Events Focus BLACK OAK INDUSTRIES, INC.	8,900.00
General Fund	001-07-312-6402	2024-00000057	3-2024 F250 SUPER DUTY 4X2 XL DUVAL FORD	7,777.46
General Fund	001-07-711-4401	2024-00000066	Pro Robotic Athletic Field Line Painter Turf Tank	64,000.00
General Fund	001-02-217-3404	2024-00000073	Renewal of Annual Contract - Mowing/Clearing Lots - IFQ-20-13 CKB Cleaning Service LLC	10,777.04
General Fund	001-09-401-3105	2024-00000074	East Lake Howard Trail Corridor - Professional Services Florida Acquisition & Appraisal, Inc.	17,762.50
Airport Fund	106-10-410-5201	2024-00000109	Aviation Fuel - Annual Contract - Renewal #3 of 4 Ascent Aviation Group, Inc.	166,199.67
General Fund	001-80-928-9700	2024-00000111	Awarded RFP-23-43 Auditing Services FY2024 (Final) Mauldin & Jenkins, LLC	105,250.00
General Fund	001-10-218-3105	2024-00000117	ONE Water Master Plan, Phase III Black & Veatch Corporation	25,000.00
General Fund	001-09-401-3105	2024-00000138	Traffic Engineering and Planning Support Services KIMLEY-HORN AND ASSOCIATES, INC.	47,248.70
Various Funds	Various	2024-00000199	Contract Renewal 2 of 4 for Pest Control Services May-Sept 2024 TNT POWER EXTERMINATORS INC DBA POWERX	135.00
General Fund	001-09-401-5303	2024-00000209	3-Commander Controllers with Tech Support Svcs Cubic ITS, Inc.	2,500.00
General Fund	Various	2024-00000211	Custodial Services Public Works IMPACT CLEANING PROFESSIONALS LLC	3,600.00
Airport	106-10-410-4620	2024-00000219	Airport Mowing - Contract renewal 4 of 5 CROPLAND SERVICES	34,550.00
General Fund	001-05-200-3402	2024-00000237	Dry Cleaning and repair DRY CLEAN AMERICA SUPER CENTER	12,870.26
General Fund	001-09-401-3105	2024-00000244	Landscape Ord. Updated/Urban Forest Mgmt Consolid KIMLEY-HORN AND ASSOCIATES, INC.	13,650.00

General Fund	001-05-200-6201	2024-00000247	Replace existing roof with Duro-last PVC SEMCO CONSTRUCTION, INC.	248,065.00
CRA Downtown	108-10-215-6301	2024-00000260	Per proposal dated 1/22/24 and approved by CRA Board 6/10/24 EVERETT WHITEHEAD & SON, INC.	29,496.12
General Fund	001-05-200-3105	2024-00000274	Contract Renewal 2 of 4 through 02/28/2025 Officemotive, Inc.	529.22
Airport		2024-00000281	HVAC Maintenance - 12 months KIMLEY-HORN AND ASSOCIATES, INC.	9,150.00
Various Funds	Various	2024-00000281	HVAC Maintenance - 12 months KIMLEY-HORN AND ASSOCIATES, INC.	25,170.60
CRA Florence Villa	109-10-214-3105	2024-00000287	Property acquisition services in the Florence Villa CRA Florida Acquisition & Appraisal, Inc.	150,000.00
General Fund General Fund	001-07-312-6402 001-07-711-6402 107-09-311-6402	2024-00000292	Minor repairs EnviroBuild LLC	32,219.00
General Fund	001-07-312-6402	2024-00000294	Minor repairs EnviroBuild LLC	2,866.00
General Fund	001-07-705-4620	2024-00000295	3 Month Full Service HVAC Agreement Fieldhouse & Conf Center Engineered Cooling Service LLC	67,048.50
General Fund	001-07-700-5102	2024-00000305	Housing Rehab EnviroBuild LLC	18,845.00
General Fund	001-07-312-3404	2024-00000306	FDOC Inmate Work Program DEPARTMENT OF CORRECTIONS	167,106.00
General Fund	001-07-711-6402	2024-00000311	Sertoma Park Shade Structures - Baseball Field Shade Systems, Inc.	80,749.50
General Fund	001-07-312-6301	2024-00000321	COL Trail Resurfacing Ave E - Ave L NW Hubbard Construction Company	51,209.11
General Fund	001-06-213-5208	2024-00000325	Annual Contract - FD Uniforms Read's Uniforms	35,023.65
General Fund	001-07-312-6301	2024-00000330	Lake Hartridge Nature Park Playground LANDSCAPE STRUCTURES INC.	277,845.13
Various Funds		2024-00000335	Implementation: Indexing, Applying Disposition, Storage Steve M. Lewis, Inc.	44,785.46
General Fund	001-10-218-3105	2024-00000347	Annexation Study for the City - Per the attached TO dated 9/17/2 Calvin, Giordano & Associates, Inc.	30,050.00
General Fund	001-10-218-3105	2024-00000348	First Street North Study - Per the attached TO dated 9/17/2024 Calvin, Giordano & Associates, Inc.	50,000.00
General Fund	001-06-213-6402	2024-00000355	replacement of FS #1 HVAC system Engineered Cooling Service LLC	178,048.57
CRA Downtown	108-10-215-8225	2025-00000084	1150 WHG LLC Utility Connection Fee Reimbursements WHG LLC	385,820.20
			Total Encumbered Purchase Orders	$ 3,858,447.00

DATE: April 11, 2025

TO: Honorable Mayor and City Commissioners

FROM: T. Michael Stavres, City Manager

SUBJECT: Purchase and Sale Agreement between FCM and the City of Winter Haven, First Amendment to Developer's Agreement, Right of First Refusal, and Option Agreement

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BACKGROUND

In 2022 and 2023, the City was awarded two separate grants from FloridaCommerce and the Florida Department of Transportation (FDOT) respectively for the construction of a roadway project that would extend Logistics Parkway from its current northern terminus northward to Pollard Road. In total, the City was awarded $9,411,612 (FloridaCommerce $6,411,612; FDOT $3,000,000) for the project. The project was broken into two phases with the first phase, extending from Wastewater Treatment Plant #3 (WWTP3) northward to the CSX rail crossing on Pollard Road, being completed in June 2024. Completion of this section and the related expenditures fulfilled the financial obligations associated with the FloridaCommerce grant.

The remaining phase addresses the roadway construction from WWTP3 southward to the current northern terminus of Logistics Parkway. The original design of this section proposed the new road to be aligned along the northern and most eastern boundary of City-owned property located immediately south of WWTP3. Due to the length of the road and related design elements, the Engineer of Record's (EOR) estimated cost was $21.4 Million at the 60% design level. In comparison, the EOR estimated cost for the new alignment is $10.5 Million at the 85% design level.

In an effort to achieve maximum efficiencies associated with the construction cost, completion time, and overall safety, staff evaluated a more direct alignment for this phase, with the road traveling due south through City-owned property as well as a portion of land owned by Florida Can Manufacturing (FCM). This would require the City to acquire a portion of FCM's property. In early 2023, staff began negotiating with FCM on a Purchase and Sale Agreement, an amendment to the existing Developer's Agreement between the City and FCM, and a Right of First Refusal and Option Agreement in favor of FCM for the future purchase of City-owned land adjacent to the current FCM operations.

In early 2025, prior to completing the execution of the aforementioned agreements / documents, FCM completed a sale of their assets at the Intermodal Logistics Center to the Ball corporation. Staff has

continued to work with Ball to finalize this transaction and has now reached agreement on the related documents which are described below.

Agreement for Sale and Purchase of Real Property (PSA)

Because Ball purchased the stock interests of FCM, the PSA reflects the transaction being between FCM and the City. Per the PSA, the City will purchase ±4.04 gross acres of land at a price of $105,000 per gross acre for a total cost of $424,200. This price was established during initial negotiations between the City and FCM based on comp sales and land transactions within the ILC at that time. This price also serves as the basis for all land exchanges contemplated by this Agreement and any future option purchase that may be exercised as part of this overall transaction. The City will be required to provide a deposit of $10,000 within seven days of the effective date of the Agreement. The City will be provided 30-days for inspection; however, it is expected that such inspection will be completed sooner due to the amount of due diligence performed to date. The City Attorney has expressed that closing on the transaction will occur on or before May 30, 2025.

First Amendment to Developer's Agreement

As part of the original development of the FCM facilities at the ILC, a Developer's Agreement was executed between the City and FCM and recorded in the public records of Polk County, Florida on June 10, 2020. That Agreement contemplated FCM's participation in the construction and design of certain roadway improvements and the relocation of related utilities upon meeting development conditions. It further stated that if the City was successful in securing funds from other sources for said roadway construction and utility relocation, the Agreement could be amended. This provision contemplated the ability of the City to release FCM from its financial obligations for the roadway and utility relocation if grant funds were secured by the City.

As a result of the City's successful application and award of State grants, it is the desire of both parties to amend the Developer's Agreement as allowed. As previously described, the new roadway alignment will provide greater efficiencies (in construction time and cost) associated with the project and will further minimize the need to relocate utilities. The Agreement further contemplates certain design features to support future expansion of the FCM operations, to include preliminary curb cuts and driveway aprons for future access.

Right of First Refusal Agreement AND Option Agreement

To facilitate development opportunities in and around the ILC, on June 22, 2020, the City Commission authorized the disposal / sale of City-owned lands located south of WWTP3 via Resolution R-20-36. The property in question was re-zoned January 13, 2020 as a Planned Unit Development (PUD Ordinance O-

19-49). On July 7, 2020, FCM purchased ±79.67 acres of said property for the development of its facilities. At present time the City still retains ownership of ±123.33 acres of undeveloped land.

As part of the negotiations with FCM for the purchase and sale of a portion of their property necessary for the new road alignment, and in recognition of the fact that said transaction would reduce or otherwise potentially impact FCMs overall developable property, the City included an option for FCM to acquire additional land from the City for future expansion and development. The total acreage contemplated in this proposal is ±54.36 acres. As previously stated, the price per gross acre was established at $105,000 per gross acre based on comp sales and land transactions within the ILC at that time.

To memorialize these negotiations, two documents have been developed. The Right of First Refusal Agreement pertains to any bona fide offer received by the City from a third party to purchase or lease the ±54.36 acres as defined in the related agreements / documents. If the City desires to accept the offer, the City shall notify FCM in writing of the offer. FCM will then have 15-days to exercise the Right of First Refusal. The Right of First Refusal Agreement automatically expires on the 5th anniversary of the Effective Date.

The Option Agreement memorializes FCM's option to outright purchase the ±54.36 acres, absent any bona fide offer to purchase or lease the property received by the City from a third party. Consistent with the Right of First Refusal Agreement, the Option Agreement will remain in effect for 5-years following the date of execution and establishes the purchase price at $105,000 per gross acre.

If FCM timely exercises its purchase rights under the Right of First Refusal Agreement or the Option Agreement, the total purchase price is $5,701,500 for the ±54.30 acres.

FINANCAL IMPACT

In anticipation of the City's costs associated with the roadway project, funding in the amount of $8,093,013 specific to the project was included in the Series 2023 bond issuance and subsequently budgeted in the Transportation Fund. The City's direct costs associated with the land transaction with FCM as contemplated in the aforementioned documents is $424,200 plus any associated closing costs. This will be funded through the line account budgeted for the project.

RECOMMENDATION

Staff recommends the City Commission approve the Agreement for Sale and Purchase of Real Property, First Amendment to Developer's Agreement, Right of First Refusal Agreement, and Option Agreement

as presented, and authorize the City Manager or designee to execute each respectively and to take any and all further actions necessary and incidental thereto.

ATTACHMENTS

- Agreement for Purchase and Sale of Real Property
- First Amendment to Developer's Agreement
- Right of First Refusal Agreement
- Option Agreement
- Signed / Sealed Survey

AGREEMENT FOR SALE
AND
PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY (the "Agreement") is between **FLORIDA CAN MANUFACTURING, LLC,** a Florida limited liability company, the address of which is 100 Florida Can Way, Winter Haven, FL 33880 (the "Seller") and the **CITY OF WINTER HAVEN, FLORIDA**, a Florida municipal corporation, the address of which is Attn: City Manager, P.O. Box 2277, Winter Haven, FL 33883-2277 (the "Buyer").

WITNESSETH:

WHEREAS, the Seller owns real property in Polk County, Florida, consisting of approximately 4.04 ± acres, more fully described on the attached **Exhibit "A"** (the "Property"), a copy of which is incorporated herein by reference; and

WHEREAS, the Buyer is a Florida municipal corporation that desires to acquire the Property for use as thoroughfare and road right-of-way (the "Intended Use" or "Buyer's Intended Use"); and

WHEREAS, the parties believe it to be in their best interests to set forth their full understanding of the terms and conditions of the sale and purchase of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale and Purchase of Property. Upon and subject to all of the terms and conditions contained herein and the performance by each of the parties hereto of their respective obligations, the Buyer shall purchase and acquire from the Seller, and the Seller shall sell, convey, transfer, assign and deliver to the Buyer the Property.

2. Purchase Price of Property. The Buyer shall, in consideration of the covenants, conditions and agreements of the Seller and as full consideration for the purchase of the Property, pay to the Seller at closing the sum of One Hundred Five Thousand Dollars and Zero cents ($105,000.00) per gross acre constituting the Property as certified by the Surveyor as set forth in Section 6 herein (the "Purchase Price").

3. Payment of Purchase Price. The Buyer agrees to pay to the Seller the Purchase Price of the Property in the following manner:

(a) A Deposit in the amount of **Ten Thousand Dollars ($10,000.00)** (the "Deposit") shall be paid on or before the expiration of seven (7) business days from the Effective Date by the Buyer to the Escrow Agent (as defined below in Section 11);

(b) The balance of the Purchase Price due, together with all of the Buyer's Closing Costs, shall be tendered by the Buyer to the Escrow Agent no later than three (3) days before the date for Closing (as defined below in Section 8(a)). Upon consummation of the purchase and sale of the Property, Escrow Agent shall disburse the Deposit and balance of the Purchase Price to the Seller.

4. Time for Acceptance and Effective Date.

(a) If this Agreement is not executed by an authorized officer of the Seller and an authorized officer of the Buyer on or before **Monday, April 14, 2025**, at the option of the Seller this Agreement shall thereafter be null and void.

(b) As used herein, the term "Effective Date" shall mean the date on which the City Commission of the Seller approves this Agreement.

5. Rights of Inspection and Cancellation.

(a) Inspection Period. Buyer shall have a period of time, commencing on the Effective Date and ending at 11:59 p.m. thirty (30) days after the date the City Commission of the Buyer approves this Agreement, in which to conduct its due diligence prior to consummation of the purchase and sale of the Property (the "Inspection Period"). During the Inspection Period, Buyer may enter upon the Property with its employees, agents, or engineers, as needed, to inspect, examine, survey and otherwise do whatever Buyer deems necessary to determine whether the Property is suitable for Buyer's purposes, such determination to be made at Buyer's sole and absolute discretion. Said privilege shall include, without limitation, the right, at Buyer's sole cost and expense, to perform traffic studies, make soil tests, borings, percolation tests and other tests to obtain information necessary to determine surface, subsurface, environmental and topographic conditions, to delineate wetlands, obtain acceptable access to the Property consistent with Buyer's Intended Use, and to obtain from applicable entities and other governmental authorities information regarding access, utilities, rights-of-way, and development permits regarding the Property. Buyer will coordinate access to the Property during this period with the Seller, or the Seller's designee, and provide reasonable notice to said official prior to any entry. If Buyer requests that written reports of its investigations of the Property be generated, Buyer shall share copies of such reports with the Seller at the time they become available and promptly upon Buyer's receipt (whether in hard copy or electronic form). In the event any notice to owner or claim of lien is filed by any of Buyer's contractors, subcontractors, professionals, laborers, or suppliers, Buyer shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, Buyer may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. Buyer agrees that all contracts or agreements regarding the Property with

any and all of Buyer's contractors, subcontractors, professionals, laborers, and materialmen shall contain language substantially similar to the following: "Buyer hereby represents that it is the Contract Buyer and not the owner of the Property. Buyer shall be responsible for all payments due under the provisions of this Agreement, and the interest of the owner of the Property shall not be subject to liens for improvements, services, materials, or labor made by or on behalf of the Buyer."

In addition to the inspection rights set forth above, commencing on the Effective Date and terminating on the expiration date of the Inspection Period, Buyer may obtain at Buyer's sole cost and discretion, environmental studies (including, but not limited to, Phase I and II studies), audits and tests of the Property to determine the existence of any environmental matters to the Property (the "Environmental Studies"). To the extent any Environmental Studies are conducted, Buyer shall share the results of the same with the Seller at such time as they become available and promptly upon Buyer's receipt (whether in hard copy or electronic form).

Without waiving sovereign immunity or the statutory limits of municipal liability announced in Section 768.28(5) of the Florida Statutes as of the Effective Date of this Agreement which the Parties agree expressly apply to all claims and causes hereunder regardless of whether any such claim or cause originates from or sounds in tort, contract, statute, strict liability, negligence, products liability, or otherwise (the "Sovereign Liability Limits"), Buyer shall be liable for all costs and expenses, or damage or injury to any person or property resulting from its inspection activities conducted on the Property, if any, whether caused by the acts of Buyer or any of its employees, agents, contractors, consultants or representatives, and Buyer shall, without waiving sovereign immunity or the Sovereign Liability Limits, indemnify, defend and hold harmless Seller and Seller's first lien mortgagee, up to the maximum amounts of such Sovereign Liability Limits, for any claims for costs, expenses, damages or injuries, including without limitation construction liens and/or reasonable attorneys' fees and costs, resulting therefrom.

In the event this Agreement is cancelled by the Buyer prior to Closing, Buyer agrees to restore the Property to substantially the same condition as it existed prior to the initiation of Buyer's inspection activities and shall remove and dispose of any waste generated by Buyer's activities in compliance with all applicable laws, regulations, and requirements.

The obligations of the Buyer under this Section 5(a) shall survive termination of this Agreement.

(b) Seller Disclosures. The Effective Date notwithstanding, Seller agrees to deliver to Buyer within ten (10) days of the date this Agreement is signed by both parties copies of any and all inspections, reports, studies, surveys, appraisals, environmental studies, traffic studies, soil tests, or such similar information regarding the Property as Seller may have in Seller's custody and control.

(c) Cancellation of Agreement by Buyer during Inspection Period. At any time

prior to the expiration of the Inspection Period, Buyer may cancel this Agreement by giving written notice thereof to Seller. Upon such cancellation Escrow Agent shall pay the Deposit to the Buyer and neither party shall have any further obligations to the other under this Agreement, except those that expressly survive termination.

(d) Developer's Agreement. During the Inspection Period, Seller and Buyer will devote their best efforts to draft a mutually acceptable amendment ("First Amendment") to that certain Developer's Agreement recorded June 10, 2020, in Official Records Book 11261, Page 924, Public Records of Polk County, Florida. In the event a mutually acceptable First Amendment cannot be reached before the expiration of the Inspection Period, then this Agreement shall automatically be cancelled. Upon such cancellation, Buyer shall have no obligation to make any further deposit, Escrow Agent shall pay the Deposit to Buyer, and neither party shall have any further obligations to the other under this Agreement, except those that expressly survive termination. It is understood and agreed that, upon execution and delivery at Closing, the First Amendment shall be recorded among the Public Records of Polk County, Florida immediately after the Release.

(e) Right of First Refusal and Option Agreement. During the Inspection Period, Seller and Buyer will devote their best efforts to draft a mutually acceptable recordable right of first refusal ("Right of First Refusal") and option agreement ("Option Agreement") to that certain land (or any portion thereof) identified on attached Exhibit "B" as "Parcel 'B-1'" together with "Parcel 'B-2'" and consisting of approximately 54.30 acres. In the event a mutually acceptable Right of First Refusal and Option Agreement cannot be reached before the expiration of the Inspection Period, then this Agreement shall automatically be cancelled. Upon such cancellation, Buyer shall have no obligation to make any further deposit, Escrow Agent shall pay the Deposit to Buyer, and neither party shall have any further obligations to the other under this Agreement, except those that expressly survive termination. It is understood and agreed that, upon execution and delivery at Closing, the Right of First Refusal and the Option Agreement shall be recorded among the Public Records of Polk County, Florida immediately after the First Amendment referenced above.

(f) Release. During the Inspection Period, Seller and Buyer will devote their best efforts to draft a mutually acceptable release or termination ("Release") to that certain Access and Utilities Easement Agreement recorded July 15, 2020, in Official Records Book 11299, Page 1125, Public Records of Polk County, Florida. In the event a mutually acceptable Release cannot be agreed upon by the Parties as to form before the expiration of the Inspection Period, then this Agreement shall automatically be cancelled. Upon such cancellation, Buyer shall have no obligation to make any further deposit, Escrow Agent shall pay the Deposit to Buyer, and neither party shall have any further obligations to the other under this Agreement, except those that expressly survive termination. It is understood and agreed that, upon execution and delivery at Closing, the Release shall be recorded among the Public Records of Polk County, Florida immediately after the Deed.

6. Survey.

Prior to the end of the Inspection Period, Buyer shall obtain and finalize a survey (the "Survey") of the Property. The Survey shall comply with and be prepared in accordance with the Minimum Technical Standards of Chapter 21HH-6, Florida Administrative Code, as amended, for Land or Boundary Surveys, as defined therein, and Section 472.027 of the Florida Statutes, and shall certify compliance therewith and the gross acreage of the Property to the nearest hundredth of an acre. The Survey shall be signed and certified (to Seller, Buyer, the Title Agent (as defined below in Section 7(a)) and the Title Company (as defined below in Section 7(c)) by a registered and/or licensed land surveyor in Florida and shall have the surveyor's seal affixed to the Survey. The surveyor's registration or license number shall be indicated thereon, and the legal description of the parcel of Property shall be set forth on the Survey. Upon the survey being obtained, the legal description prepared by the Surveyor of the Property shall be deemed for all purposes of this Agreement the legal description for the Property and Exhibit "A" attached shall be deemed modified accordingly.

7. Evidence of Title for Property.

(a) Title Agent. For purposes of this Agreement, the "Title Agent" shall be Boswell & Dunlap LLP, 245 South Central Avenue, Bartow, Florida 33830.

(b) Marketable Title. For purposes of this Agreement, "Marketable Title" of the Property shall be a fee simple marketable record title vested in the Seller as of the date of Closing, as determined according to the current Uniform Title Standards adopted by authority of The Florida Bar, and not subject to any leasehold interests except any existing parking leases which Seller agrees to cancel and terminate prior to a Closing.

(c) Title Information and Report. The Buyer shall, at the Buyer's expense and at least fifteen (15) days prior to the end of the Inspection Period, cause to be issued through the Title Agent using a nationally recognized title underwriter (the "Title Company") and delivered to Buyer (with a copy promptly to Seller) a title insurance commitment (the "Title Commitment") committing the Title Company to insure the Buyer's title in and to the Property. The Title Commitment and the resulting owner's title insurance policy (the "Title Policy" or "Title Policies") shall be in the aggregate amount of the Purchase Price and shall be on ALTA standard forms as currently authorized and approved for use in the State of Florida. The Title Commitment shall set forth the state of the title of the Property, listing all exceptions and conditions to such title, including, without limitations, all easements, reservations, rights-of-way, covenants, restrictions, limitations and encumbrances affecting such parcel which would appear in the Title Policy, if and when issued, and shall be accompanied by a copy of each document affecting the such parcel and constituting an exception in the Title Commitment. The Title Policies shall insure Marketable Title to the Property.

If the Title Commitment or Survey shows that Seller's title is subject to any

exceptions or survey matters other than the Permitted Exceptions, and if such additional exceptions or survey matter render title unmarketable or reflect an impermissible encroachment or violation of an easement, restriction, or covenant, (collectively a "Defect"), then Buyer shall, within five (5) business days of the date of issuance of the Title Commitment ("Title Examination Period"), notify Seller in writing specifying the Defect(s), provided that if Buyer fails to give Seller written notice of Defect(s) before the expiration of the Title Examination Period, the Defects shown in the Title Commitment and Survey shall be deemed to be waived as title objections to closing this transaction. If Buyer has given Seller timely written notice of Defect(s) and the Defect(s) render the title "unmarketable" , then, Seller shall (i) at or before Closing, remove by payment (out of the closing proceeds, if at Closing), bonding or otherwise any mortgage, security interest, judgment lien, mechanics lien or other lien for the payment of monies owed and capable of removal by the payment of money or bonding; (ii) use diligent effort to remove or cure any other Defect which can be cured for a cost not exceeding $25,000, in the aggregate, and without the obligation to pursue litigation; and (iii) notify Buyer, in writing, within ten (10) days after receipt of Buyer's objections to Defects, of whether Seller will or will not attempt to cure any other Defect. Either party may extend the date of Closing for one additional period of sixty (60) days for the purpose of eliminating any Defect by providing written notice to the other before the initial Closing date. In the event that Seller does not eliminate any Defect as of the date of Closing, as the same may be extended under the preceding sentence (after exercising diligent efforts to the extent required herein), Buyer shall have the option of either: (A) closing and accepting the title "as is" without any reduction in the Purchase Price in respect of such Defect or (B) canceling this Agreement, in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer, whereupon both parties shall be released from all further obligations under this Agreement.

Permitted Exceptions as used in this Agreement, shall include (i) all taxes for years 2025 and thereafter, which are not yet due and payable; (ii) easements and restrictions of record; and (iii) any exceptions to title approved or waived by Buyer in accordance with this Agreement.

8. Closing.

(a) Date and Place of Closing. Subject to the conditions set forth herein, Closing shall take place at such place as close to Winter Haven, Polk County, Florida as may be mutually agreed upon by the parties, and shall occur either: (i) fourteen (14) days after the expiration of the Inspection Period; or (ii), in the event the Buyer has timely given notice to Seller of unacceptable title exceptions, fourteen (14) days after all unwaived conditions, title defects or encumbrances have been removed or cured; whichever date is later (the "Closing" or the "Closing Date"). Closing may also occur at such earlier time as may be mutually agreed upon by the Parties, the Title Agent and the Escrow Agent in writing.

(b) The Seller's Obligations at Closing of the Property. At the Closing of the Property, the Seller shall do the following:

(i) Execute, acknowledge, and deliver to the Buyer a Statutory

Warranty Deed (the "Deed") conveying Marketable Title to the subject property to the Buyer subject to the exceptions disclosed in the Title Commitment and not timely objected to by Buyer hereunder, which Deed shall be in form for recording with all required documentary stamps in the proper amount affixed thereto or provided for, and with the legal description of such parcel as contained in such Deed being identical to the legal description of such parcel as contained in the Survey of the subject parcel and the Title Commitment, as endorsed prior to Closing;

(ii) Deliver to the Buyer and the Title Company evidence satisfactory to them of the Seller's authority to execute and deliver the documents necessary or advisable to consummate the applicable Closing, and that the person(s) executing same on behalf of the Seller has the full right, power, and authority to do so;

(iii) Execute, acknowledge, and deliver to the Buyer and the Title Company an affidavit of no liens satisfactory to the Buyer and the Title Company to remove the materialmen and mechanic's lien and parties-in-possession standard exceptions from the Title Commitment subject to any existing leases of parking spaces on the Property that Buyer will allow;

(iv) Execute, acknowledge, and deliver to the Buyer such affidavit or certificate in compliance with FIRPTA affirming that the Seller is not a "foreign person," as defined in the Internal Revenue Code of 1986, as amended;

(v) Execute, acknowledge, and/or deliver any corrective instruments that may be required in connection with Marketable Title to the Property subject to the dollar limitations set forth herein, and such other documents as the Title Company may reasonably require to be executed and/or delivered to complete the transaction contemplated hereunder.

(vi) Execute, acknowledge, and deliver the First Amendment, the Right of First Refusal, and the Option Agreement.

(c) The Buyer's Obligations at Closing of the Property. Subject to the terms, conditions, and provisions hereof, and contemporaneously with the performance by the Seller of the Seller's obligations set forth in subparagraph (b) above, the Buyer, at the Closing, shall do the following:

(i) Execute and deliver such documents as may reasonably be required to satisfy Buyer's obligations under this Agreement; and

(ii) Pay to the Seller the cash sum required to close the transaction contemplated hereunder after application of the Deposit.

(iii) Execute, acknowledge, and deliver the First Amendment, the Right of First Refusal, the Option Agreement, and the Release.

(d) The Seller's Closing Costs. The Seller shall pay at Closing the following costs and expenses:

(i) The cost of recording or curing defects in the title and delivering Marketable Title to the Property;

(ii) Documentary stamps or other taxes which are required to be affixed to the Deed;

(iii) The cost of preparing, obtaining, furnishing, recording and/or delivering any other document or instrument required to be prepared, obtained, furnished, recorded and/or delivered by the Seller hereunder;

(iv) The cost of recording the First Amendment, the Right of First Refusal, the Option Agreement, and the Release;

(v) The Seller's counsel fees, if any; and

(vi) If Closing occurs prior to November 1, the amount required to be placed in escrow with the Polk County Tax Collector pursuant to Section 196.295, Florida Statutes which represents special assessments and real estate taxes prorated to the date of transfer of title to the Property to the Buyer based upon current assessments and current millage rates, or, if Closing occurs after November 1, the amount of special assessments and real estate taxes due to the Polk County Tax Collector for the Property without proration.

(e) The Buyer's Closing Costs. The Buyer shall pay at Closing the following costs and expenses:

(i) The costs of recording the Deed;

(ii) The cost of the Survey;

(iii) The cost of the respective Title Policies and all searches and endorsements related thereto at State of Florida promulgated rates, less any applicable rebate from the Title Agent;

(iv) The cost of obtaining, furnishing and/or delivering any other documents and instruments required to be obtained, furnished and/or delivered by the Buyer hereunder;

(v) The Buyer's counsel fees, if any; and

(vi) Any closing fee charged by the Title Company.

(f) At Closing, the Title Company shall issue Buyer a marked copy of the Title Commitment reflecting insurance of fee simple title in the name of the Buyer, subject to such encumbrances and other matters affecting title that: (a) are expressly acceptable to the Buyer, or (b) have been waived by the Buyer as part of the Title Commitment review process in Section 7 this Agreement.

9. "As Is" Purchase and Sale; No Warranties By Seller. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, Seller is selling the Property in its "AS IS, WHERE IS" condition and without any warranty, representation, guaranty, promise or inducement, express or implied, by Seller or any representative, agent, officer, or employee of Seller, as to its condition or suitability for any use or purpose whatsoever, including, without limitation, Buyer's Intended Use. EXCEPT AS SET FORTH HEREIN, NO PERSON HAS BEEN AUTHORIZED BY SELLER TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO THE SELLER OR THE PROPERTY, OR OTHERWISE, IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY, AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE SELLER. SPECIFICALLY, AND WITHOUT LIMITATION, SELLER MAKES NO WARRANTY TO BUYER WITH RESPECT TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OR THE LAND USE, ZONING AND DEVELOPMENT STATUS OF THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

10. General Provisions. The following general provisions shall apply:

(a) Seller and Seller's first lien mortgagee shall not be liable for any costs related to the Buyer's Intended Use.

(b) Buyer shall have neither the power nor authority to create any liens on any of the Property while it is in the name of the Seller.

11. Escrow Agent; Duties. For purposes of this Agreement, the "Escrow Agent" shall be Frederick J. Murphy, Jr. of Boswell & Dunlap LLP, 245 South Central Avenue, Bartow, Florida 33830, (863) 533-7117, fjm@bosdun.com; beth@bosdun.com. The Escrow Agent shall perform its escrow duties pursuant to this paragraph. The Seller and the Buyer acknowledge and agree that the duties of the Escrow Agent are purely ministerial and are limited to the safekeeping of the Deposit made pursuant to this Agreement, including any interest earned thereon, and the disposition of same in accordance with the terms of this Agreement. If all or any part of the Deposit delivered to the Escrow Agent is in the form of a check or in any form other than cash, the Escrow Agent shall deposit same as required but shall not be liable for the non-payment thereof nor responsible to enforce collection thereof. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this Agreement, then the Escrow Agent shall be entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by the Seller and the Buyer (and, at the Escrow Agent's sole discretion, consented to by any third person) or by any final order or judgment of a court of competent jurisdiction, or the Escrow Agent may deposit the subject of escrow with the Clerk of the Circuit Court of the county in which the Property is located, and upon notifying the Seller and the Buyer of such action, all liability on the part of the Escrow Agent shall immediately and fully terminate except to the extent of accounting for any items delivered out of escrow. In the event that Escrow Agent interpleads the escrowed funds, Escrow Agent will pay the filing fees and court costs from the escrowed funds and will recover reasonable attorneys' fees and court costs from the escrowed funds in accordance with an agreement between Seller and Buyer or as awarded by the court. The Seller and the Buyer agree that the Escrow Agent shall not be liable to any party or person for any reason unless the Escrow Agent willfully, purposefully, and wrongfully breaches the terms of this Agreement in the misdelivery of any property held in escrow, or is grossly negligent in its duties. Buyer hereby acknowledges that Boswell & Dunlap LLP represents the Seller in the sale of the Property and is also acting as Escrow Agent. Buyer hereby agrees and consents that Escrow Agent may represent Seller if any dispute or enforcement action arises regarding this Agreement or any other matter. Buyer further acknowledges and consents that Boswell & Dunlap LLP's representation of Seller shall not be limited in any manner or by any means.

12. Brokers. Seller warrants to Buyer that it has not dealt with any real estate broker or salesperson with regards to this transaction. Buyer warrants to Seller that it has not dealt with any real estate broker or salesperson with regards to this transaction.

13. Survival of Representations, Warranties and Covenants. Notwithstanding any investigation made by either party or its authorized representatives before or after Closing, the express warranties, representations, covenants and agreements of the Seller and the Buyer as set forth in this Agreement are being made by that party with the knowledge and expectation that the other party is placing reasonable reliance thereon. The express warranties, representations,

covenants and agreements made by either party herein shall be deemed to apply as of Closing of the Property being acquired by Buyer and shall be construed as continuing warranties, representations, covenants and agreements that shall survive the Closing, and shall be fully enforceable at law or in equity against that party and that party's successors and permitted assigns, and by the other party and its successors and permitted assigns.

14. Buyer's Actions Prior to Closing. Commencing as of the Effective Date continuing for the entire period in which this Agreement remains in effect:

(a) The Buyer shall not take any action or fail to take any action which would cause any of the representations or warranties made by the Buyer in this Agreement to be in any way not completely true, complete and accurate;

(b) The Buyer will not perform any act or permit any act to be performed which might cause damage, waste or destruction of the Property;

(c) The Buyer shall comply with all federal, state and local laws, statutes, ordinances, regulations and orders relating to the Property; and

(d) The Buyer shall diligently perform or cause to be performed and take all action as otherwise set forth in this Agreement to be done by the Buyer.

15. Risk of Loss Prior to Closing. Prior to the Closing, the Seller shall bear all risk, all loss of, any damage to, or destruction of the Property, except as otherwise specifically provided herein.

16. Destruction and Condemnation.

(a) If, prior to Closing, there shall occur any substantial damage or destruction to any or all of the Property not yet purchased by Buyer, by fire, earthquake, erosion, flooding or force of nature, then Seller shall immediately notify Buyer of such fact in writing. Buyer shall then have the option, in its sole discretion and judgment, either to terminate this Agreement or to complete the transaction described in this Agreement. Buyer shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Buyer shall have received written notice of such damage or destruction from Seller, and if necessary, the respective closing date shall be extended to allow Buyer at least thirty (30) days within which to make said election. Upon any election by Buyer to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Buyer, and neither party shall have any further rights, duties or obligations hereunder, except those that expressly survive termination. If Buyer fails to make any election within the time permitted, it will be deemed to have elected to proceed with this transaction.

(b) If, prior to Closing, there shall occur any condemnation of all or any portion

of the subject property, Seller shall give prompt written notice thereof to Buyer, and Buyer shall have the option, in its sole judgment and discretion, either to terminate this Agreement or to complete this transaction as provided for in this Agreement. Buyer shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Buyer shall have received written notice from Seller of such condemnation and if necessary, the Closing Date shall be extended to allow Buyer at least thirty (30) days within which to make such election. If Buyer elects to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Buyer, and neither party shall have any further rights or obligations hereunder, except those that expressly survive termination. If Buyer fails to make any election within the time permitted therefor, it shall be deemed to have elected to proceed with this transaction.

17. Failure of Performance and Default; Limitation of Remedies. If the Buyer fails to perform this Agreement within the time specified (including payment of any portion of the Deposit, as applicable), as it pertains to the Property, the Deposit previously paid by the Buyer may be retained by or for the account of the Seller as agreed upon and liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, the Buyer and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or the Seller, at the Seller's option, may proceed in equity to enforce the Seller's rights under this Agreement. Seller hereby waives any other rights or remedies it may have at law or equity in connection with a default by Buyer. If, for any reason other than the failure of the Seller to make such property have Marketable Title after diligent effort and subject to the dollar limitations set forth in Section 7(c) of this Agreement, the Seller fails, neglects or refuses to perform this Agreement, the Buyer may, as its sole and exclusive remedy, have the right to either (i) cancel this Agreement and receive a return of any deposit previously paid, whereupon the Buyer and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or (ii) seek specific performance to enforce Buyer's rights under this Agreement. Buyer hereby waives any other rights or remedies it may have at law or equity in connection with a default by Seller.

18. RADON GAS DISCLOSURE. PURSUANT TO AND IN ACCORDANCE WITH SECTION 404.056(5) OF THE FLORIDA STATUTES, THE SELLER AND THE BUYER HEREBY ACKNOWLEDGE AND ARE AWARE THAT RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

19. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. The Seller and the Buyer agree that the proper venue with respect to any litigation in connection with this Agreement shall be in Polk County, Florida and

lie exclusively with the Florida state court system, which, as of the Effective Date of this Agreement, consists of the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the County Court in and for Polk County, Florida.

20. Notices. All notices provided for herein may be delivered in person or may be mailed in the United States mail as follows:

TO PURCHASER:	City of Winter Haven Attn: T. Michael Stavres, City Manager P.O. Box 2277 Winter Haven, Florida 33882-2277
with copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., Esq. City Attorney Boswell & Dunlap, LLP 245 S. Central Avenue Bartow, Florida 33830-4620
TO SELLER:	Florida Can Manufacturing, LLC C/O Ball Corporation Attn: General Counsel 9300 W. 108th Circle Westminster, CO 80021
with copy to: (which shall not constitute notice)	Ball Corporation Attn: Real Estate Department 9200 W. 108th Circle Westminster, CO 80021

If given to the Title Company, any such notice shall be addressed as follows:

Boswell & Dunlap, LLP
Attn: Frederick J. Murphy, Jr., Esq.
245 S. Central Avenue
Bartow, Florida 33830-4620

with copies to the Seller and Buyer.

If given to the Escrow Agent, any such notice shall be addressed as follows:

Frederick J. Murphy, Jr., Esq.
Boswell & Dunlap, LLP
245 S. Central Avenue

Bartow, Florida 33830-4620

with copies to the Seller and the Buyer.

21. Amendments, Modifications, Alterations, and Assignments. This Agreement may not be amended, modified, altered, assigned in whole or in part, or changed in any respect, except by a written agreement which is signed by authorized officers of all Parties and which makes specific reference to this Agreement and is approved by the City Commission of the Buyer which approval may be withheld, conditioned, or delayed as determined within the sole discretion of the City Commission.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, permitted successors, and lawful and permitted assigns.

23. Incorporation of Exhibits and Captions. The exhibits attached hereto are incorporated into this Agreement as if set forth in full in this Agreement. The descriptive section headings and captions contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof.

24. Time of the Essence. The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

25. Time Periods. The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days unless otherwise expressed herein, and any such period shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire at 5:00 p.m., Florida time, on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m., Florida time, of the next day that is not a Saturday, Sunday, or legal holiday. For purposes of this Agreement, a “legal holiday” is a public holiday identified in 5 U.S.C. § 6103(a) and any holiday formally recognized by the Buyer where Buyer’s City Hall is closed to the transaction of municipal business.

26. Attorneys' Fees and Costs. In connection with any litigation, including appellate proceedings, arising out of or by reason of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including without limitation attorneys' fees and court costs expended or incurred in connection therewith.

27. Further Acts. Any party hereto, upon the request of any other party, agrees to perform the further acts, and to execute and deliver such other documents that are reasonably necessary to carry out the provisions of this Agreement.

28. Entire Agreement and Severability. This Agreement contains the entire agreement and understandings among the parties relating to the transaction contemplated in this Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements pertaining the subject matter hereof, whether oral or written, are merged into this Agreement and shall have no further force and effect. Should any portion of this Agreement be declared invalid or unenforceable, then that portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement, unless the portion is so material that its severance from this Agreement would alter the intent and purpose of this Agreement.

29. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

30. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

31. Execution by Facsimile. The parties hereto agree this Agreement may be signed by facsimile and such signature shall be enforceable as if it were an original.

32. Number and Gender. Except as otherwise required by the context of this Agreement, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular. One gender shall encompass all. The words "Seller" and "Buyer" shall include their respective successors and permitted assigns, if any.

33. Buyer Approval and Lawful Appropriation Required. The Buyer's performance under this Agreement is contingent upon receipt of approval from Buyer's City Commission and the lawful appropriation of funds by the Buyer's City Commission for consummation of the transaction envisioned herein. Notwithstanding the Buyer's execution by the City Manager or anything substantive herein to the contrary, the Buyer shall not be required to perform any of its obligations under this Agreement without the City Commission's approval of the purchase and sale, the Purchase Price, and all other provisions herein given at a duly called public meeting after notice in accordance with the Commission's general rules of business.

(the rest of this page left intentionally blank; execution follows on pages 16 and 17)

IN WITNESS WHEREOF, the Buyer has executed this nineteen (19) page Agreement for Sale and Purchase of Real Property, inclusive of execution pages and exhibits, as of the date indicated.

BUYER:

CITY OF WINTER HAVEN, FLORIDA

_____ _____

T. Michael Stavres, City Manager Date

ATTEST: APPROVED AS TO FORM:

_____ _____

Vanessa Castillo, MMC, City Clerk Frederick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the Seller has executed this nineteen (19) page Agreement for Sale and Purchase of Real Property, inclusive of execution pages and exhibits, as of the date indicated.

SELLER:

FLORIDA CAN MANUFACTURING, LLC
a Florida limited liability company

By: _____ 4/10/2025
Date

BALL CORPORATION, an Indiana Corporation, as Member, and Manager of Florida Can Manufacturing, LLC, by and through its authorized signatory

Printed Name and Title: Deron Goodwin, VP, Global Head of Treasury

WITNESSES:

_____
Printed Name: Sascha Koch

_____
Printed Name: Riyan Ziady

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

A PORTION OF LAND LOCATED IN SECTION 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOGISTICS PARKWAY AS DESCRIBED IN OFFICIAL RECORDS 9267, PAGE 381 AND ALSO BEING SHOWN AND INDICATED IN PLAT BOOK 159, PAGE 49 RECORDED AMONG THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°11'44" W ALONG THE NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 120.01 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK "B" OF SAID PLAT; THENCE N 00°37'59" W, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING; THENCE N 04°05'55" W, A DISTANCE OF 331.06 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,455.00 FEET; THENCE NORTHERLY (CHORD N 06°07'55" W 532.94') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 533.99 FEET; THENCE N 12°21'48" W, A DISTANCE OF 188.38 FEET; THENCE N 89°11'47" E, A DISTANCE OF 173.52 FEET; THENCE S 12°21'48" E, A DISTANCE OF 153.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,625.00; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'45", A DISTANCE OF 570.96 FEET; THENCE S 00°48'16" E, A DISTANCE OF 327.84 FEET; THENCE S 89°11'47" W, A DISTANCE OF 150.96 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 175,799 SQUARE FEET OR 4.04 ACRES MORE OR LESS.



Exhibit A - Florida Can Manufacturing PSA - Pollard Road ROW (12-12-2024) 12122024 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
EXHIBIT "B" - PURCHASE AND SALE AGREEMENT - POLLARD ROAD ROW

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Frederick J. Murphy, Jr.
Boswell & Dunlap LLP
Post Office Drawer 30
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FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT, hereinafter referred to as the "First Amendment," is made as of this ___ day of May, 2025, by and between the CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation ("City"), and BALL CORPORATION, an Indiana corporation ("Ball").

WITNESSETH:

WHEREAS, City and FCM's predecessor-in-title entered into that certain Developer's Agreement, recorded June 10, 2020, in Official Records Book 11261, Pages 924-972, Public Records of Polk County, Florida ("Agreement"); and

WHEREAS, since the Agreement was entered into, certain facts and circumstances regarding the Subject Property (as defined in the Agreement), the positions of the parties, and the rights and obligations of the parties with respect thereto have changed and, as a result thereof, the parties desire to amend the terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement contemplated the construction and design of certain Roadway Improvements (as defined in the Agreement) as well as the relocation of certain utilities, but only if and after certain conditions were met; and

WHEREAS, the conditions set forth in the Agreement required to trigger the design and construction of the Roadway Improvements and relocation of certain utilities may not occur, if at all, for several years; and

WHEREAS, the City desires to advance the construction of the Roadway Improvements; and

WHEREAS, Section 8 of the Agreement states: "In the event the City obtains funds from other sources or programs sufficient to pay for most or all of the costs and expenses of the Roadway Improvements and the Relocation of City Utility Lines and Commercial Utility Lines (as such terms are defined in the Agreement), [FCM] and City may enter into an amendment to this Developer's Agreement providing for the acceleration of the design, permitting, installation, construction and/or relocation of the Roadway Improvements and/or Relocation of City Utility Lines and Commercial Utility Lines."; and

WHEREAS, the City finds it is a more efficient use of public resources to utilize and develop Pollard Road (also known as Logistics Parkway) in a linear route as opposed to a circuitous route and, to the extent practicable, minimize the relocation of the City Utility Lines and the Commercial Utility Lines; and

WHEREAS, given the new design contemplated for Pollard Road, the Roadway Improvements as defined and described in the Agreement (prior to this First Amendment) are no longer desired nor is it necessary to relocate the Commercial Utility Lines or City Utility Lines as set forth in the Agreement (prior to this First Amendment), however, such lines shall be relocated as provided herein; and

WHEREAS, the City obtained or will obtain certain funds and property for road improvements and the relocation of utility lines within the Subject Property; and

WHEREAS, the funds awarded or to be awarded to the City will provide for the road construction necessary to improve access to industrial land, attract new businesses, and generate new jobs over the next several years; and

WHEREAS, it is anticipated that the use of such funds to accelerate the road construction of Pollard Road will promote public infrastructure and workforce training, support major freight and logistics operations to address current and future consumer needs throughout the State of Florida and particularly within central and south Florida, attract additional investment and growth, connect Logistics Parkway to Pollard Road thereby creating workforce access to the lands from the north, and enhance Florida's logistics network including the Florida Department of Transportation Strategic Intermodal System, and maximize use of the state's transportation system; and

WHEREAS, it is beneficial to the City to advance and accelerate the design, permitting, installation, construction and/or relocation of the Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines as such terms are more particularly redefined in this First Amendment; and

WHEREAS, the City desires to promote new jobs and economic development, and encourage and facilitate the location and retention of private enterprises, within the state of Florida, and more specifically, within Winter Haven, Florida (including lands owned by the City) by accelerating and advancing the design, permitting, installation, construction and/or relocation of certain infrastructure; and

WHEREAS, the City wishes to enhance and expand economic activity within Winter Haven, Florida by attracting and retaining manufacturing development, business enterprise management, and other activities, such as those provided by FCM, conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state by accelerating and advancing the design, permitting, installation, construction and/or relocation of the hereafter

redefined Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines as provided in this First Amendment; and

WHEREAS, it is necessary and in the public interest to facilitate the growth and creation of business enterprises within Winter Haven, Florida and to accelerate and advance the design, permitting, installation, construction and/or relocation of the hereafter redefined Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines as provided in this First Amendment; and

WHEREAS, as of the date of execution of this First Amendment, the City confirms that the use of all or a portion of the funds obtained or to be obtained by the City for purposes of designing, permitting, installing, constructing and/or relocating all or a portion of the hereafter redefined Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines is a permitted and proper use of such funds; and

WHEREAS, the lands upon which the hereafter redefined Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines are to be designed, permitted, installed, constructed and/or relocated are within the City's incorporated municipal limits; and

WHEREAS, subject to the terms of the Agreement as amended by this First Amendment, it is in the best interest of the parties and the citizens of the City to advance the construction of the required public infrastructure improvements and for the City and FCM to provide the consideration specified in this Agreement in order to advance the construction of said improvements as provided for herein; and

WHEREAS, in light of the foregoing and in order to advance the construction of certain road improvements, the City and FCM desire to enter into this First Amendment to memorialize and set forth their agreement to amend certain terms and provisions of the Agreement pertaining to the construction of certain infrastructure, the development of the Subject Property, and other matters as provided for herein; and

WHEREAS, this First Amendment is entered into pursuant to the general and home rule powers of the City and is not a Development Agreement pursuant to Chapter 163 of the Florida Statutes; and

WHEREAS, both parties enter into this First Amendment as an arm's length transaction.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCM and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this First Amendment. Any and all exhibits referred to in this First Amendment are incorporated herein as material provisions of this First Amendment.

2. **Amendment To Definition of Subject Property.** The First Amendment contemplates and the effectiveness thereof requires the conveyance to the City by FCM of that certain land described on Exhibit "E" as such exhibit is modified by this First Amendment to Developer's Agreement dated May ____, 2025, attached hereto and incorporated herein ("City Land"). Consequently, for purposes of the Roadway Improvements, this First Amendment, and, as applicable, the Agreement, unless expressly indicated otherwise, the term "Subject Property" shall mean solely that land within the boundaries of Parcel 26-29-21-000000-021010, as designated by the Polk County Property Appraiser, that FCM accepted by Warranty Deed from the City dated July 7, 2020 recorded in Official Records Book 11299, Page 1119, Public Records of Polk County, Florida, less the City Land. Without limiting the foregoing, Subject Property less the City Land shall not include any portion of the Roadway Improvements.

3. **Amendment To Twentieth Recital.** The twentieth recital of the Agreement is hereby amended and restated as follows (additions are underlined; deletions are ~~struck-through~~):

WHEREAS, *in conjunction with ~~FCM's~~ development of the Subject Property and adjacent areas to the north and east, the PUD zoning ordinance (Ordinance No. O-19-49) requires the extension of Logistics Parkway through the area covered by the specified PUD zoning district ~~as a condition of approval of the full buildout of the Project, the City requires the relocation of certain utilities, to include the hereafter defined City Utility Lines,~~ and the construction of the hereafter defined Roadway Improvements as provided for herein; and*

3. **Amendment To Section 5 of Agreement.** Section 5 of the Agreement is hereby amended and restated as follows (additions are underlined; deletions are ~~struck-through~~):

Roadway Improvements.

A special condition of the PUD zoning ordinance governing development in the Subject Property and adjacent areas to the North and East requires Pollard Road (also known as Logistics Parkway) to be extended through the PUD Zoning District. Subject to the provisions provided for herein, ~~the Site Plan for~~ full development of the PUD zoning district ~~Subject Property~~ envisions the construction ~~relocation~~ of that segment of Pollard Road which runs through the portion of the Subject Property conveyed or to be conveyed to the City by FCM from its present location and continuing north approximately 1,050 - +/- linear feet to that certain point along the Subject Property's northern boundary connecting with other ~~sixty (60) foot wide~~ City owned property, ~~located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary,~~ being more particularly depicted on Exhibit "E" as such exhibit is modified by this First Amendment to Developer's Agreement dated May ___ 2025 ("Roadway Improvements")(improvements depicted on Exhibit "E" are expressly subject to the provisions contained in this Developer's Agreement).

~~If, during the term of this Agreement and subject to the provisions herein, FCM applies for and receives a single building permit or series of building permits from the City to construct cumulative building area in excess of 100,000 square feet on the Eastern Portion of the Project, FCM shall, within sixty (60) months of the date of receipt of the triggering permit, commences design and construction of the Roadway Improvements. Roadway Improvements shall be designed,~~

~~*permitted, installed and constructed in accordance or in conformance with applicable specifications for a local street with two, 12-foot travel lanes set forth in Section 9 of the City's Technical Standard Specifications relating to Roadway Design and Construction*~~ *As owner of the Subject Property, less any part thereof conveyed or to be conveyed to the City, FCM, and its successors, first lien mortgagee, permitted assigns, and/or heirs, shall not be unreasonably restricted with regard to access to, from or across, the Roadway Improvements, provided that such access meets all of City rules and regulations that govern the same. In designing and constructing the Roadway Improvements, the perpendicular distance measured from any point along the East edge of the Easternmost paved surface to the corresponding West edge of the Westernmost paved surface should not exceed 48.00 feet Northward of the point labeled "Station ± 32.00" on Plan/Profile Sheet 4 and Plan Sheet 16, Logistics Parkway Extension Roadway Improvements, prepared by Kimley-Horn and Associates, Inc. bearing Job No. 2023-316C-001. Further, as a part of the Roadway Improvements project, the City, at City's sole cost and expense, shall design, permit, construct and install at least two (2) curb cuts, driveway aprons and street access on the west side of the proposed Roadway Improvements and at least two (2) curb cuts, driveway aprons and street access on the east side of the proposed Roadway Improvements, with the west and east curb cuts, driveway aprons and street access to be generally aligned so they are across the proposed Roadway Improvements from each other, to serve and otherwise provide access to and from the Subject Property to and from Pollard Road. The parties agree to cooperatively work together to identify the specific location of these curb cuts, driveway aprons and street access such that curb cuts, driveway aprons and street access will be installed, constructed, and completed as part of the construction and installation of the Roadway Improvements. Notwithstanding anything herein that may be construed to the contrary, the City shall have no financial responsibility for any changes, modifications, or revisions to curb cuts, driveway aprons, or street access once such amenities are designed, permitted, constructed and installed.* ~~*and shall be complete by a date to be agreed upon by the parties based on the intensity of expected uses in the governing PUD zoning district and a reasonable time for planning and construction. FCM shall control all aspects of the construction and installation of the Roadway Improvements and shall select and hire any independent contractors to complete the work as it shall determine and be responsible for all costs and expenses associated therewith.*~~ ~~*FCM*~~ *The City shall not permit or allow any construction or mechanics lien or other similar interest to attach to the Subject Property* ~~*City's property*~~ *as a result of the Roadway Improvements.*

Subject expressly to Section 31 of this Developer's Agreement, which applies as if set forth herein in full, and which shall not be construed as a waiver of the City's sovereign immunity, or of the limits of the City's liability as set forth in Section 768.28, Florida Statutes to a single claimant, which the parties expressly agree shall be the maximum amount of any monetary liability owed by the City to FCM, and/or FCM's first lien mortgagee, regardless of whether the theory of recovery or cause of action sounds in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise: (a) In the event that the City damages the Subject Property or any improvement thereon in connection with the Roadway Improvements construction work through the negligence or willful misconduct of the City, its agents, employees or contractors, then the City shall be responsible for repairing such damages at its sole cost and expense, in compliance with all applicable laws, and shall perform the work using commercially reasonable efforts not to interrupt FCM's business operations on the Subject Property; and (b) The City shall indemnify and save harmless FCM and its first lien mortgagee from and against any and all claims, actions, and

damages in connection with loss of life, personal injury or damage to property of any one or more of them, arising out of the negligence or willful misconduct of the City, or its employees, agents or contractors, in connection with the Roadway Improvements construction work, other than any claims, actions or damages arising from the negligence or willful misconduct of FCM and/or its first lien mortgagee.

It is understood and agreed by the parties that construction of the Roadway Improvements will be on City-owned property. The City may have temporary need (not to exceed fourteen (14) months or such period of time as may be agreed upon by the parties) for certain portions of the Subject Property adjacent to the Roadway Improvements in connection with such construction. As ~~as~~ such, prior to commencing construction of the Roadway Improvements and provided such use of the Subject Property by City shall not adversely impact the business located thereon (as determined in FCM's reasonable discretion), the parties shall enter into a mutually agreed upon temporary construction easement and such other documents reasonably necessary for City ~~FCM~~ to complete the Roadway Improvements or otherwise effectuate the purposes and intent of this Agreement, subject to the requirements of FCM's first lien mortgagee, including, without limitation, any insurance requirements, which shall be timely disclosed to City prior to construction procurement.

~~Upon completion of the Roadway Improvements, FCM shall execute and deliver to the City a bill of sale conveying the Roadway Improvements to the City. Upon confirmation by the City Engineer that the Roadway Improvements have been designed, permitted, installed and constructed in accordance with the City's standards, the City shall accept the conveyance and~~ The City, at City's cost and expense, shall have full responsibility of all Roadway Improvements and related infrastructure built in connection thereto together with all title, right and interest to same ~~immediately vesting in the City~~ and thereafter City shall be responsible for the operation and maintenance of such Roadway Improvements. The City shall have sole and exclusive discretion regarding opening of the Roadway Improvements and accessibility to the Roadway Improvements by local traffic and the general public. For traffic control purposes, the City shall, at the City's cost and expense, evaluate the need for, and install, traffic control devices on the Roadway Improvements, including traffic control signals when warranted, using the uniform system of traffic control devices adopted by the Florida Department of Transportation, the advice and counsel of consulting engineers, the traffic conditions, pedestrian characteristics, and physical characteristics of the Roadway Improvements, and the City's ordinary municipal policymaking judgment. At any time during the term of this Agreement, FCM may request, and the City agrees to review, any specific traffic control device solution for the Roadway Improvements that FCM considers warranted by the circumstances. ~~FCM, to the extent permissible, shall assign all warranties including manufacturer's warranties for equipment related to the Roadway Improvements to the City. The Roadway Improvements shall not be opened or otherwise accessible to the public until such time as the Roadway Improvements have been accepted by the City~~

~~Simultaneous with completion of the Roadway Improvements and acceptance of construction by the City Engineer, the City will execute such documents (or take such action) as FCM may reasonably request evidencing City's relinquishment or vacation of all right, title, claim and possession of any interest in that portion of Pollard Road which runs through the Subject Property including any improvements thereon, including a quit claim deed, termination of easement, vacation, and/or bill of sale, as well as such easements and other documents necessary~~

~~*to accommodate or otherwise provide for the hereafter identified Relocated utilities, City Utility Lines and/or Commercial Utility Lines within the aforesaid sixty (60') foot wide City owned property located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary. Notwithstanding anything herein to the contrary, the City agrees that located within the Subject Property including that portion of Pollard Road which runs through the Subject Property, it being understood and agreed by the parties that City, as prior owner of Subject Property, conveyed (or will convey at closing or completion of the Roadway Improvements or City Approval) all of its right, title and interest in the Subject Property to Developer and that Developer, at closing granted (or will grant) to City an easement as contemplated by Section 4 herein.*~~

It is understood and agreed by the parties that there shall be no obligation by FCM under this section or otherwise related to ~~*any*~~*the Roadway Improvements*~~*for the development of the Western Portion of the Project*~~*.*

With respect to City Utility Lines and Commercial Utility Lines:

(a) The City shall not be responsible for any adjustments, changes, modifications, relocations, oversizing, installation, termination, or other alterations to City Utility Lines or Commercial Utility Lines occurring outside of the City Land, unless the City initiates the adjustment, change, modification, relocation, oversizing, installation, or other alteration as part of a City project, nor shall the City be responsible for any consideration necessary to terminate any right, title, claim, or possession of the Subject Property by the owners of Commercial Utility Lines, unless the termination of such right, title, claim or possession is a necessary component part of a City project. For the avoidance of doubt, the term "initiates" in this paragraph (a) shall be not be interpreted to include or mean any instance, nor shall the City be considered to initiate a change, modification, relocation, oversizing, installation, termination, or other alteration as part of a City project in any instance, where FCM and/or FCM's first lien mortgagee and/or any permitted successors or assigns, must comply with any City regulation, ordinance, resolution, law, order, or rule or any regulation, ordinance, resolution, law, order, or rule of any federal, state, or local authority with jurisdiction; and

(b) FCM shall not be responsible for any adjustments, changes, modifications, relocations, oversizing, installation, termination, or other alterations to City Utility Lines or Commercial Utility Lines occurring inside or outside of the City Land, unless FCM and/or FCM's first lien mortgagee and/or any permitted successors or assigns initiates or requests for the adjustment, change, modification, relocation, oversizing, installation, termination or other alteration as part of the development of the Eastern Portion of the Project or as part of development controlled by FCM and/or FCM's first lien mortgagee and/or any permitted successors or assigns of adjacent property subject to the PUD zoning ordinance. For the avoidance of doubt, the terms "initiates" and "requests" in this paragraph (b) shall be interpreted to include but not be limited to any adjustment, change, modification, relocation, oversizing, installation, termination, or alteration necessary to meet any operational

preference, need, or requirement of FCM and/or FCM's first lien mortgagee and/or any permitted successors or assigns.

~~*No later than twenty four (24) months after execution of this Agreement, and at least once each twenty four (24) months thereafter, FCM and the City agree to meet to discuss the progress of the Project and of development of the remaining area in the PUD Zoning District. If, after review of the progress of the Project and FCM's plans for continued Project buildout, it is apparent to the City and to FCM that Pollard Road should not need to be relocated, due to a change in ownership or future planned use of the land lying adjacent to and North of the Subject Property, or other similar circumstances, the City and FCM agree to meet in good faith to discuss amending this Agreement in order to delete the requirement to construct Roadway Improvements and address any issues related thereto. Additionally, should it be apparent to the City and to FCM that a grant funding opportunity is available to pay for the relocation of Pollard Road and construction of the Roadway Improvements with minimal or no cost to FCM and/or the City, the City and FCM agree to meet in good faith to discuss amending this Agreement to adjust construction responsibilities and/or advance the construction timelines set forth in this section.*~~

4. **Amendment To Section 6 of Agreement.** Section 6 of the Agreement is hereby amended and restated as follows (additions are underlined; deletions are ~~struck-through~~):

Relocation of Certain Utility Facilities Within the Subject Property.

It is acknowledged and agreed that the following municipal utilities are located within the boundaries of the Subject Property (generally bisecting the Subject Property): (1) City twelve (12") inch PVC C900 water main; (2) City eight (8") PVC C900 force main; and (3) City twelve (12") PVC reuse water main (collectively the "City Utility Lines"). It is also acknowledged and agreed that the following commercial utilities are located within the boundaries of the Subject Property: (1) TECO electric lines; and (2) Verizon Communications lines (collectively, the "Commercial Utility Lines"). Concurrent with the installation, and construction of the Roadway Improvements ~~(but only if the obligation as to the Roadway Improvement arises as provided in the preceding section and within the same time period and conditions)~~, ~~FCM~~ City shall cause to be relocated (or otherwise provide for the functional or similar replacement thereof) ~~("Relocated")~~ ~~that~~ those portions of the City Utility Lines and the Commercial Utility Lines that lie within the right-of-way of the Roadway Improvements and that the City in its sole and exclusive discretion determines are necessary and financially feasible to relocate as part of the installation and construction of such Roadway Improvements ("Relocate" and all capitalized forms thereof). ~~within the Subject Property to a mutually agreed upon portion of the City's aforedescribed sixty (60) foot wide City owned property located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary. Said City Utility Lines and Commercial Utility Lines shall be Relocated in accordance or in conformance with commonly accepted specifications.~~ ~~FCM~~ To the extent any Relocations are determined to be necessary and financially feasible by the City pursuant to this Section 6, the City shall control all aspects of the Relocation and shall select and hire any independent contractors to complete the work as it shall determine; provided however, City shall coordinate with FCM at least fourteen (14) days prior to the interruption of any service to the existing facilities on the Subject Property (including water), no matter how short, and shall ensure that such service is not interrupted for any extended period of time exceeding four (4) hours. ~~and be responsible for all costs and expenses associated therewith. It is understood and agreed by the parties that Relocation~~

~~of the City Utility Lines will be to City-owned property; as such, no easement from the City, other than the temporary construction easement identified in section 5, shall be required. It is also understood and agreed by the parties that Relocation of the Commercial Utility Lines will be to City-owned property; as such, prior to commencing the Relocation, the City and the applicable utility providers (and, if necessary, FCM) shall enter into mutually agreed upon utility easements and such other documents reasonably necessary for FCM to complete the Relocation or otherwise effectuate the purposes and intent of this section. In connection with the relocation of the City Utility Lines, the City may request in writing one or more , such lines to be oversized. Such a written request shall include an engineer's estimate of probable cost for the oversizing requested which estimate of cost is mutually agreeable to both the City and FCM. In the event the City makes such request to FCM in writing prior to the commencement of the Relocation, then the~~ The City shall be responsible to pay for the additional costs attributable to the oversizing of such lines (at the time of relocation), beyond the costs attributable to both (a) relocation and (b) resizing of one or more of the City Utility Lines in accordance with the mutually agreed upon engineer's estimate of probable cost. Payment shall be made to FCM within thirty (30) days of an invoice for such mutually agreed to costs being provided to the City.

~~Except as it relates to the oversizing of one or more of the City Utility Lines, any costs and expenses associated with the relocation, of both the City Utility Lines and Commercial Utility Lines shall be borne by FCM. Upon completion of the Relocation of the City Utility Lines, the City shall execute such documents as FCM may reasonably request evidencing the City's relinquishment of all right, title, claim and possession of any interest in the Subject Property including any improvements thereon, including a quit claim deed, termination of easement and/or bill of sale, relating to, arising from or connected to the former City Utility Lines. FCM, to the extent existing, shall assign all warranties including manufacturer's warranties for equipment related to the Relocated City Utility Lines to the City. Further, Relocated Commercial Utility Lines shall be installed in accordance with all governing local, state and federal laws and the technical requirements of the Commercial Utility Line owners. FCM shall not allow any construction or mechanics lien or other similar interest to attach to the City's property as a result of Relocation activities.~~ The City shall not allow any construction or mechanics lien or other similar interest to attach to the Subject Property as a result of the Relocation construction work. Subject expressly to Section 31 of this Developer's Agreement, which applies as if set forth herein in full, and which shall not be construed as a waiver of the City's sovereign immunity, or of the limits of the City's liability as set forth in Section 768.28, Florida Statutes to a single claimant, which the parties expressly agree shall be the maximum amount of any monetary liability owed by the City to FCM, and/or FCM's first lien mortgagee, regardless of whether the theory of recovery or cause of action sounds in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise: (a) In the event that the City damages the Subject Property or any improvement thereon in connection with the Relocation construction work through the negligence or willful misconduct of the City, its agents, employees or contractors, then the City shall be responsible for repairing such damages at its sole cost and expense, in compliance with all applicable laws, and shall perform the work using commercially reasonable efforts not to interrupt FCM's business operations on the Subject Property; and (b) The City shall indemnify and save harmless FCM and its first lien mortgagee from and against any and all claims, actions, and damages in connection with loss of life, personal injury or damage to property of any one or more of them, arising out of the negligence or willful misconduct of the City, or its employees, agents or contractors, in connection with the

Relocation construction work, other than any claims, actions or damages arising from the negligence or willful misconduct of FCM and/or its first lien mortgagee.

Notwithstanding the foregoing, FCM, at FCM's sole cost, may tap into and otherwise utilize any or all of the utilities to be relocated until such time as City Utility Lines are Relocated and operational. As such, the City acknowledges that City Utility Lines located within the boundaries of the Subject Property will remain operational and available for use by ~~the~~ FCM until ~~FCM~~ City has fully completed all Relocation work related to the City Utility Lines, if necessary. For the avoidance of doubt, City, at City's sole cost and expense, shall ensure that upon completion that Relocated City Utility Lines and Commercial Utility Lines are reconnected and otherwise installed to provide such service to FCM as was provided prior to such Relocation in accordance with all governing local, state and federal laws and the technical requirements of the owners of such utility lines.

5. **Amendment To Section 10 of Agreement.** Section 10 of the Agreement is hereby amended and restated as follows (additions are underlined; deletions are ~~struck-through~~):

Stormwater Discharge Easement. *At such time as FCM submits for a building permit on the Eastern Portion of the Project, subject to environmental resource permitting by the Southwest Florida Water Management District, the City shall cause to be executed and delivered to FCM a stormwater discharge easement. Said easement, inter alia, will provide for the continual natural runoff of stormwater from the Eastern Portion of the Subject Property to that certain City owned property identified as "Wetland 2" on Exhibit "E" to this Developer's Agreement in the form as it existed prior to this First Amendment to Developer's Agreement. It is understood and agreed to by the parties that it shall not be a condition precedent to said execution and delivery of the Stormwater Discharge Easement that ~~FCM~~ the City be engaged in fulfilling the obligations related to the Roadway Improvements or Relocation of Utilities.*

6. **Amendment To Section 13 of Agreement.** Section 13 of the Agreement is hereby amended and restated as follows (additions are underlined; deletions are ~~struck-through~~):

Offsite Improvements. *Except as expressly provided for in this Agreement, FCM shall have no responsibility or obligation to design, construct, or install any offsite improvements or provide any monetary contribution toward same in connection with the development of the initial and subsequent phases of the Project, including, without limitation, any ~~other~~ portion of Pollard Road, the ~~except as is categorized as part of the~~ Roadway Improvements, or the relocation or oversizing of the City Utilities or Commercial Utilities ~~and adjacent to the Subject Property~~. This provision shall not be construed to limit in any way, reduce or abrogate FCM's responsibility to pay lawfully assessed development fees, capital improvement fees, and/or impact fees to the City that are associated with or directly attributable to construction of the Project or any phase thereof or FCM's responsibility for adjustments, changes, modifications, relocations, oversizing, installation, termination, or other alterations to City Utility Lines or Commercial Utility Lines occurring inside of City Land that are requested by FCM as part of the development of the Eastern Portion of the Project or as part of FCM-controlled development of adjacent property subject to the PUD zoning ordinance~~, including any City related fees (e.g., inspection fees, plan review fees,~~

~~*etc.), attributable to the Roadway Improvements or Relocation*~~. *Without limiting the foregoing, it is the understanding and agreement of the parties, to the extent of the City's jurisdiction, that based on the correspondence from the Florida Department of Transportation, FCM shall have no (nor shall City advocate that FCM shall or should have any) responsibility or obligation to design, construct, install, or provide any monetary contribution toward the signalization and/or intersection improvements of State Road 60.*

7. **Exhibit E.** Exhibit E attached to the Agreement is hereby deleted in its entirety and Exhibit E attached hereto is hereby substituted therefor.

8. **Miscellaneous.** Except as modified herein, all terms of the Agreement shall remain unchanged, and are hereby ratified, republished and reaffirmed and are incorporated into this Fourth Amendment. In the event of a conflict between the Agreement and this First Amendment, the First Amendment will control. All capitalized terms not otherwise defined herein shall have the definition ascribed to such term as provided in the Agreement.

9. **Counterparts.** This First Amendment may be executed in any number of separate counterparts, each of which shall be deemed an original and shall together constitute one and the same instrument. A PDF copy of this First Amendment containing a PDF copy of the signatures of any party shall be deemed an original signature and such execution and delivery shall be considered valid, binding and effective for all purposes.

10. **Terms Defined in the Original Agreement.** Unless the context otherwise requires or unless otherwise expressly defined herein, the terms defined in the Agreement shall have the same meanings whenever used in this First Amendment.

11. **Merger; Entire Agreement; Amendments.** This First Amendment, together with the Agreement, supersedes all previous agreements or representations, either verbal or written, heretofore in effect between FCMand the City, made with respect to the matters herein contained, and the Agreement and, when duly executed, this First Amendment, constitute the entire agreement between FCM and the City with respect to the same. No additions, alterations or variations of the terms of this First Amendment shall be valid nor shall any provisions of this First Amendment be deemed waived be either party, unless such additions, alterations, variations or waivers are expressed in writing, duly signed, and approved by the City Commission of the City voting in open public session.

13. **Relationship of First Amendment to Existing Agreement**. This First Amendment does not constitute a novation or restatement of the Agreement as a whole but is, instead, an amendment of the specific terms of the Agreement identified herein. Any and all terms, conditions, provisions, and language of the Agreement that are not modified by this First Amendment shall remain in full force and effect.

14. **Conditions Precedent to Effectiveness of First Amendment.** This First Amendment, inclusive by way of illustration and not limitation of all terms, conditions, provisions, modifications, adjustments, additions, and deletions to the Agreement made herein, shall not be effective, and shall be null, void and of no effect, unless and until both: (a) this First Amendment

is approved by the City Commission of the City voting in open public session; and (b) that part of the Subject Property comprising the right-of-way for the Roadway Improvements is deeded by FCM to the City by Warranty Deed, such Warranty Deed is fully executed, received by the City and recorded in the Public Records of Polk County, Florida, and the property conveyed thereby is accepted by the City Commission of the City voting in open public session for public ownership and maintenance. Notwithstanding the date of execution of this First Amendment by either party, or the recording of the same in the Public Records of Polk County, Florida, the effective date of this First Amendment shall be the date upon which both of the foregoing conditions precedent have been met.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.

AGREED by the City Commission of the City of Winter Haven, Florida, a Florida municipality and Florida Can Manufacturing, LLC, a Florida limited liability company, as of the day first written above.

	"**CITY**" **CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation**
_____ Print Name:_____ Witness	**By:**_____ Mayor Nathaniel E. Birdsong
_____ Print Name:_____ Witness	
	ATTEST: By:_____ Vanessa Castillo, MMC, City Clerk
	APPROVED AS TO FORM: By: _____ Frederick J. Murphy, Jr., City Attorney
	"**FCM**" **FLORIDA CAN MANUFACTURING, a Florida limited liability company**
_____ Print Name:_____ Witness	By:_____ BALL CORPORATION, an Indiana corporation, as Member and Manager of Florida Can Manufacturing, LLC, by and through its Authorized Signatory
_____ Print Name:_____ Witness	Name: _____ Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by _____ as Authorized Signatory for Ball Corporation, an Indiana corporation, in said Corporation's capacity as member-manager of Florida Can Manufacturing, LLC, □ who is personally known to me or □ who has produced _____ as identification.

_____
Notary Public
Print Name_____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by Nathaniel E. Birdsong as Mayor of the City of Winter Haven, Florida, a Florida municipal corporation, on behalf of said corporation, □ who is personally known to me or □ who has produced _____ as identification.

_____
Notary Public
Print Name_____
My Commission Expires: _____

EXHIBIT “E”

DESCRIPTION OF LANDS

A PORTION OF LAND LOCATED IN SECTION 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOGISTICS PARKWAY AS DESCRIBED IN OFFICIAL RECORDS 9267, PAGE 381 AND ALSO BEING SHOWN AND INDICATED IN PLAT BOOK 159, PAGE 49 RECORDED AMONG THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°11'44" W ALONG THE NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 120.01 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK "B" OF SAID PLAT; THENCE N 00°37'59" W, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING; THENCE N 04°05'55" W, A DISTANCE OF 331.06 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,455.00 FEET; THENCE NORTHERLY (CHORD N 06°07'55" W 532.94') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 533.99 FEET; THENCE N 12°21'48" W, A DISTANCE OF 188.38 FEET; THENCE N 89°11'47" E, A DISTANCE OF 173.52 FEET; THENCE S 12°21'48" E, A DISTANCE OF 153.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,625.00; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'45", A DISTANCE OF 570.96 FEET; THENCE S 00°48'16" E, A DISTANCE OF 327.84 FEET; THENCE S 89°11'47" W, A DISTANCE OF 150.96 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 175,799 SQUARE FEET OR 4.04 ACRES MORE OR LESS.



Exhibit E - Florida Can Manufacturing PSA - Pollard Road ROW (04-09-2025) 04092025 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
EXHIBIT "E" - POLLARD ROAD ROW

This instrument prepared by and after recording should be returned to:

Frederick J. Murphy, Jr.
Boswell & Dunlap LLP
Post Office Drawer 30
Bartow, Florida 33831-0030
(863) 533-7117

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made as of this ___ day of May, 2025 ("Effective Date"), by and between the CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation ("City"), and FLORIDA CAN MANUFACTURING, LLC, a Florida limited liability company ("FCM").

WITNESSETH:

WHEREAS, City is the fee simple owner of real property in Polk County, Florida, consisting of approximately 54.30 acres, depicted as and being more particularly identified as "Parcel 'B-1'" together with "Parcel 'B-2'" on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, in connection with this Right of First Refusal, and on even date as this Right of First Refusal, FCM has sold to City certain lands within the City of Winter Haven, Florida; and

WHEREAS, City desires to grant FCM the right of first refusal to purchase or lease the Property or any portion thereof, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCM and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement. Any and all exhibits referred to in this Agreement are incorporated herein as material provisions of this Agreement.

2. **Right of First Refusal.**

a. City hereby grants to FCM the right of first refusal to purchase or lease the Property on the terms and conditions set forth in this Agreement.

b. If City shall receive any bona fide offer from any third party to purchase or lease the Property or any part of the Property (an "Offer") and if City desires to accept the Offer,

City shall notify FCM in writing of the Offer ("Property Owner's Notice"). The Property Owner's Notice shall contain a true and complete copy of the Offer, with all other applicable terms and conditions. FCM shall then have the right to purchase or lease the Property, or the part thereof, that is the subject of the Offer (the whole or that part of the Property being referred to as the "Offer Property"), at the price and on the other terms and conditions set forth in Property Owner's Notice. FCM's purchase and lease right under this Agreement is referred to as the "Right of First Refusal."

c. FCM shall exercise the Right of First Refusal, if at all, by providing City written notice ("Notice of Exercise") within 15 Business Days (the "Exercise Period") after receipt by FCM of the Property Owner's Notice. For the purposes hereof, "Business Day" shall mean all ordinary business days, excluding Saturday, Sunday and any day that is a national holiday in the United States or a holiday where the City's City Hall is closed for transaction of ordinary business. If FCM does not timely provide City with the Notice of Exercise, City may sell or lease, as applicable, the Offer Property to a third party on the terms set forth in Property Owner's Notice, and the Right of First Refusal shall not apply to any subsequent owner of the Offer Property, provided that:

i. The Right of First Refusal shall remain in effect with respect to the balance of the Property, if any, not conveyed or leased pursuant to the Offer;

ii. Once such an Offer is accepted by City, City shall not agree to (A) a reduction of the purchase or lease price; (B) more favorable terms to a third party; or (C) any change in the consideration to be given in exchange for the Offer Property; without first giving FCM a new Property Owner's Notice disclosing the reduction, more favorable terms and/or other change. Upon FCM's receipt of a new Property Owner's Notice, FCM's Right of First Refusal shall apply to the Offer Property at the new price, or on the new or changed terms set forth in the new Property Owner's Notice. For the avoidance of doubt, FCM shall have a new Exercise Period in which to provide City with its Notice of Exercise; and

iii. If an Offer by a third party is not accepted by City within 120 days of the City's receipt of the same, or if the Offer Property is not conveyed in accordance with the Offer within 120 days after the Exercise Period of the Property Owner's Notice expires with respect to that Offer, then the Right of First Refusal shall again be applicable prior to any sale or lease of that Offer Property.

d. For purposes of this Agreement, the term "lease" shall refer to a lease in excess of five (5) years including cumulative base and renewal options.

e. The parties acknowledge and agree (i) that as of the date hereof, FCM owns the real property depicted on Exhibit "A" labeled as "FCM" attached hereto and made a part hereof ("FCM Property"), less and except any part or portion of Parcel 'A' ("City Lands"), (ii) that this Agreement is being entered into in connection with, but after Closing of, the sale by FCM to the City of the City Lands consisting of approximately 4.04 acres, and (iii) that, notwithstanding anything contained herein to the contrary, in the event that there is a sale, transfer or assignment of FCM's interest in the FCM Property in connection with the foreclosure of the mortgage in favor of the Mortgagee whether by judicial or non-judicial sale, or any deed or assignment in lieu of

foreclosure, covering FCM's interest in the FCM Property, and the Right of First Refusal is still in effect, then the successor-in-interest to FCM of FCM's interest in the FCM Property shall have the right to exercise such Right of First Refusal pursuant to the terms of this Agreement.

3. **Right of Inspection.** Notwithstanding the terms of the Offer:

a. During the 30 day period after FCM's exercise of the Right of First Refusal or such period of time specified in the Offer for inspections and investigations, whichever is longer (the "Inspection Period"), FCM shall have the right, upon reasonable prior notice to the City, to make such inspections and investigations of the Property as FCM deems necessary or appropriate to evaluate the Offer. Notwithstanding FCM's exercise of its Right of First Refusal, FCM shall have the right to cancel the Notice of Exercise within the Inspection Period.

b. FCM shall have the right to extend the closing date specified in the Offer for up to 30 days.

4. **Assignment.** FCM may assign this Agreement, in whole or in part, to any entity or person or, after FCM has exercised the Right of First Refusal in accordance with Section 2 above, FCM may assign its right to purchase the Property to any entity or person so long as FCM provides written notice of the full name, address, and contact information of such entity or person to the City within thirty (30) days of the date of assignment. For the avoidance of doubt, such assignment may be made to any person, non-related entity, or related entity without the consent of the City.

5. **Covenants Running with the Land; Successor.** The covenants and agreements contained in this Agreement shall be deemed to be covenants running with the land depicted on Exhibit A as "FCM" and shall be appurtenant to FCM-owned property assigned Parcel Identification Number 26-29-21-000000-021010 by the Polk County Property Appraiser as of the Effective Date of this Agreement, less and except the City Lands, during the Period of Validity of this Agreement. Such covenants and agreements shall inure to the benefit of and be binding upon City and FCM and their respective heirs, personal representatives, successors and permitted assigns during the Period of Validity of this Agreement.

6. **Recording.** FCM shall have the right to record this Agreement in the public records of the county in which the Property is located.

7. **Notices.** Each notice and communication under this Agreement shall be in writing and shall be given by either hand delivery, first class mail (postage prepaid), certified or registered mail, return receipt requested, or reliable overnight commercial courier (charges prepaid), to the following addresses:

TO SELLER: City of Winter Haven
Attn: T. Michael Stavres, City Manager
P.O. Box 2277
Winter Haven, Florida 33882-2277

with copy to: Frederick J. Murphy, Jr., Esq.

(which shall not constitute notice)	City Attorney Boswell & Dunlap, LLP 245 S. Central Avenue Bartow, Florida 33830-4620
TO PURCHASER:	Florida Can Manufacturing, LLC C/O Ball Corporation Attn: General Counsel 9300 W. 108th Circle Westminster, CO 80021
with copy to: (which shall not constitute notice)	Ball Corporation Attn: Real Estate Department 9200 W. 108th Circle Westminster, CO 80021

Notice by overnight courier shall be deemed to have been given and received on the following Business Day. Notice by mail shall be deemed to have been given and received 3 calendar days after the date first deposited in the United States Mail. Notice by hand delivery shall be deemed to have been given and received upon delivery. A party may change its address, FCM may notify City of an assignment by FCM, by giving written notice to the other party as specified herein.

8. **Remedies.** It is hereby declared that irreparable harm will result to FCM by reason of any default or breach by City under this Agreement and, therefore, FCM shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Agreement.

9. **Amendments.** This Agreement may not be changed or amended without the express written consent of FCM and the Governing Body of the City.

10. **Entire Agreement and Severability.** This Agreement contains the entire agreement and understandings among the parties relating to the transaction contemplated in this Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements pertaining the subject matter hereof, whether oral or written, are merged into this Agreement and shall have no further force and effect. Should any portion of this Agreement be declared invalid or unenforceable, then that portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement, unless the portion is so material that its severance from this Agreement would alter the intent and purpose of this Agreement.

11. **Choice of Law and Venue.** This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. FCM and the City agree that the proper venue with respect to any litigation in connection with this Agreement shall be in Polk County, Florida and lie exclusively with the Florida state court system, which, as of the Effective Date of this Agreement, consists of the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the County Court in and for Polk County, Florida.

12. **Attorneys' Fees and Costs.** In connection with any litigation, including appellate proceedings, arising out of or by reason of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including without limitation attorneys' fees and court costs expended or incurred in connection therewith.

13. **Interpretation.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof or thereof.

14. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. **Period of Validity**. Notwithstanding anything herein, this Agreement shall automatically expire at 12:01 A.M. on the fifth (5th) anniversary of the Effective Date without the necessity of filing any notice or any document in the Public Records of Polk County, Florida. It being the intent of the parties hereto that the Property which is the subject of the Right of First Refusal granted herein shall be deemed automatically released from same upon the expiration of the Period of Validity of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.

AGREED by the City Commission of the City of Winter Haven, Florida, a Florida municipality and Florida Can Manufacturing, LLC, a Florida limited liability company, as of the day first written above.

	"**CITY**" **CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation**
_____ Print Name:_____ Witness	**By:**_____ Mayor Nathaniel J. Birdsong, Jr.
_____ Print Name:_____ Witness	
	ATTEST: By:_____ Vanessa Castillo, MMC, City Clerk
	APPROVED AS TO FORM: By: _____ Frederick J. Murphy, Jr., City Attorney
	"**FCM**" **FLORIDA CAN MANUFACTURING, a Florida limited liability company**
_____ Print Name:_____ Witness	By:_____ BALL CORPORATION, an Indiana corporation, as Member and Manager of Florida Can Manufacturing, LLC, by and through its Authorized Signatory
_____ Print Name:_____ Witness	Name: _____ Title: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by _____ as Authorized Signatory of Ball Corporation, an Indiana Corporation, in its capacity as member-manager of Florida Can Manufacturing, LLC, a Florida limited liability company on behalf of said company, □ who is personally known to me or □ who has produced _____ as identification.

_____
Notary Public
Print Name_____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by Nathaniel J. Birdsong, Jr. as Mayor of the City of Winter Haven, Florida, a Florida municipal corporation, on behalf of said corporation, □ who is personally known to me or □ who has produced _____ as identification.

_____
Notary Public
Print Name_____
My Commission Expires: _____



Exhibit A - Florida Can Manufacturing PSA First Refusal - Pollard Road ROW (04-09-2025) 04092025 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
EXHIBIT "A" - RIGHT OF FIRST REFUSAL - POLLARD ROAD ROW

EXHIBIT "B"

FCM PROPERTY

A PORTION OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF INTERMODAL CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGES 49 THROUGH 55, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, BLOCK B, S.89°11'20"W., 2,528.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK B; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF WAHNETA FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 82 AND 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N.62°40'42"E., 983.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 274 OF SAID WAHNETA FARMS PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE WESTERLY BOUNDARY LINE OF LOTS 274 AND 233 OF SAID WAHNETA FARMS PLAT N.00°38'23"W., 975.79 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, N.89°21'37"E., 988.85 FEET; THENCE S.68°06'36"E., 373.73 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE ALONG SAID EASTERLY BOUNDARY LINE, S.00°39'36"E., 162.05 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, N.89°11'23" E., 568.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 12°34'47", AND A CHORD BEARING AND DISTANCE OF S.84°31'13" E., 74.94 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.09 FEET TO A POINT OF TANGENCY; THENCE S.78°13'49" E., 357.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 62°11'03", AND A CHORD BEARING AND DISTANCE OF S.47°08'18" E., 353.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.18 FEET TO A POINT OF TANGENCY; THENCE S.16°02'47"E., 294.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 105°14'10", AND A CHORD BEARING AND DISTANCE OF S.36°34'18"W., 543.51 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.16 FEET TO A POINT OF TANGENCY; THENCE S.89°11'23"W., 683.07 FEET; THENCE S.00°38'23" E., 59.96 FEET TO THE POINT OF BEGINNING.

OPTION AGREEMENT

This ***Option Agreement*** (the "Agreement") is made and entered into as of this ___ day of May, 2025 (the "Effective Date"), by and between **FLORIDA CAN MANUFACTURING, LLC,** a Florida limited liability corporation, the address of which is 100 Florida Can Way, Winter Haven, Florida 33880 ("Purchaser") and the **CITY OF WINTER HAVEN, FLORIDA**, a Florida municipal corporation, the address of which is Attn: City Manager, P.O. Box 2277, Winter Haven, FL 33883-2277 ("Seller").

In consideration of the non-refundable sum of Five Thousand Dollars and zero cents ($5,000.00) (the "Option Fee"), received from Purchaser, and paid directly to Seller by wire transfer or other equally expeditious means within thirty (30) days of the Effective Date, Seller grants to Purchaser for the period (the "Option Period") beginning on the Effective Date and ending at 11:59 P.M. on the last day of the sixtieth (60th) calendar month following the Effective Date (the "Expiration Date"), the exclusive right and option to purchase all of that certain real property located in Polk County (the "County"), State of Florida, consisting of 54.30 ± acres, more or less, generally depicted as and being more particularly identified as "Parcel 'B-1'" together with "Parcel 'B-2'" on Exhibit "A" attached hereto and incorporated herein (the "Property") for the purposes set forth herein.

Purchaser's option (the "Option") is subject to all of the terms, covenants and conditions set forth in this Agreement as follows:

1. Notice of Option; Cancellation of Notice of Option. Seller and Purchaser agree to execute and record in the Public Records of Polk County, Florida, the Notice of Option Agreement in the form attached hereto as Exhibit "B" and incorporated herein. If Option has not been exercised by 11:59 P.M. on the Expiration Date, either party may record a unilateral Cancellation of Notice of Option in the Public Records of Polk County, Florida.

2. Exercise Date. If Purchaser elects to exercise the Option, it must deliver to Seller its written notice of exercise in substantially the same form as set forth in Exhibit "C" attached hereto and incorporated herein. The notice of exercise will be delivered in accordance with the provisions of this Agreement related to delivery of Notices. The "Exercise Date" shall be the date when the notice of exercise is deemed duly given as set forth herein.

3. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that:

(a) Seller is a Florida municipal corporation and unit of Florida local government organized under the Florida Constitution and Chapter 73-660, Laws of Florida, as amended.

(b) Seller has the full power, authority and legal right under all applicable laws and its organizational documents to grant the Option to Purchaser. The person who has executed this Option Agreement on behalf of Seller has been given the appropriate authority by the Seller's City Commission to bind Seller to the terms of this Option Agreement.

(c) Seller is the sole fee owner of the Property. There are no liens or encumbrances against the Property.

(d) Seller shall not, without the prior written consent of Purchaser, enter into or consent to any lease, lease amendment or modification, easement, covenant, purchase agreement, option, or other obligation affecting the Property or alteration to the Property existing drainage systems and/or wetlands excepted.

(e) Seller does not have knowledge of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or planned to be instituted, which would affect the use and operation of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

(f) There is no litigation pending or threatened, to which Seller or any of its affiliates is a party that, if adversely determined, would have a material adverse effect on Seller's ability to perform its obligations under this Agreement.

(g) "As Is" Purchase and Sale; No Warranties By Seller. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, Seller is selling the Property in its "AS IS, WHERE IS" condition, subject to existing drainage systems and/or wetlands, and without any warranty, representation, guaranty, promise or inducement, express or implied, by Seller or any representative, agent, officer, or employee of Seller, as to its condition or suitability for any use or purpose whatsoever, including, without limitation, Purchaser's intended use. EXCEPT AS SET FORTH HEREIN, NO PERSON HAS BEEN AUTHORIZED BY SELLER TO MAKE ANY REPRESENTATION OR WARRANTY RELATING TO THE SELLER OR THE PROPERTY, OR OTHERWISE, IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY, AND, IF MADE, SUCH REPRESENTATION OR WARRANTY MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE SELLER. SPECIFICALLY, AND WITHOUT LIMITATION, SELLER MAKES NO WARRANTY TO PURCHASER WITH RESPECT TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OR THE LAND USE, ZONING AND DEVELOPMENT STATUS OF THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that:

(a) Purchaser is duly organized and validly existing as a limited liability company under the laws of the State of Florida.

(b) Purchaser has the full power, authority and legal right under all applicable laws and its organizational documents to enter into this Agreement with Seller. The person who has executed this Agreement on behalf of Purchaser has the appropriate authority to bind Purchaser to the terms of this Agreement.

(c) The execution, delivery and performance of this Agreement by Purchaser will not result in any breach of or under any instrument, agreement, contract or other document to which Purchaser is a party or by which it or its properties are bound.

5. Studies and Investigations; Survey a Prerequisite to Exercise of Option.

(a) *Seller Documents.* Within twenty (20) days after receipt of a written request from Purchaser, Seller shall deliver to Purchaser copies of surveys, environmental assessment reports, engineering and environmental impact studies, and all other studies and reports, if any, relating to the Property that are in Seller's possession or control.

(b) *Purchaser Diligence.* During the Option Period, Purchaser, and any person or persons authorized by Purchaser, may enter upon the Property, with Purchaser's agents or engineers as needed, to inspect, examine, survey, and otherwise do whatever Purchaser deems necessary to determine whether the Property is suitable for Purchaser's purposes, such determination to be made at Purchaser's sole and absolute discretion. Said privilege shall include, without limitation, the right, at Purchaser's sole cost and expense, to perform traffic studies, make soil tests, borings, percolation tests and other tests to obtain information necessary to determine surface, subsurface, environmental and topographic conditions, to delineate wetlands, obtain acceptable access to the Property consistent with Purchaser's intended use for the Property, and to obtain from applicable governmental authorities information regarding access, utilities, rights-of-way, and development permits regarding the Property. Purchaser will coordinate access to the Property during this period with the City Manager of the Seller, or the City Manager's designee, and provide reasonable notice to said official prior to any entry, *provided* that Purchaser shall not interfere with the Seller's reasonable use of the Property at the time of such access. Purchaser shall share the results of its physical investigations of the Property with the Seller at such time as they become available and promptly upon Purchaser's receipt of same (whether in hard copy or electronic form). Purchaser shall be solely liable for all costs and expenses, or damage or injury to any person or property resulting from any such inspection, whether caused by the acts of Purchaser or any of its employees, agents, contractors, consultants or representatives, and Purchaser shall indemnify, defend and hold harmless Seller from any liability, claims and expenses (including, without limitation, construction liens and/or reasonable attorneys' fees and costs) resulting therefrom. In the event any notice to owner or claim of lien is filed by any of Purchaser's contractors, subcontractors, professionals, laborers, or suppliers, Purchaser shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, Purchaser may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. Purchaser agrees that all contracts or agreements regarding the Property with any and all of Purchaser's contractors, subcontractors, professionals, laborers, and materialmen shall contain language substantially similar to the following: "Purchaser hereby represents that it is the holder of an optional right to purchase and is not the owner of the Property. Purchaser shall be responsible for all payments due under the provisions of this Agreement, and the interest of the owner of the Property shall not be subject to liens for improvements, services, materials, or labor made by or on behalf of the Purchaser." Purchaser shall restore the Property to substantially the same condition as it existed prior to Purchaser's activities and shall remove and dispose of any waste generated by Purchaser

activities in compliance with all applicable laws, regulations, and requirements. The obligations of Purchaser under this paragraph shall survive termination of this Agreement.

(c) *Survey.* During the Option Period, as a prerequisite to Closing, Purchaser shall obtain a survey (the "Survey") of the Property. The Survey shall comply with and be prepared in accordance with the Minimum Technical Standards of Chapter 21HH-6, Florida Administrative Code, as amended, for Land or Boundary Surveys, as defined therein, and Section 472.027 of the Florida Statutes, and shall certify compliance therewith and the gross acreage of the Property to the nearest hundredth of an acre. The Survey shall be signed and certified (to Seller, Purchaser, the Title Agent (as defined below) and the Title Company (as defined below) by a registered and/or licensed land surveyor in Florida and shall have the surveyor's seal affixed to the Survey. The surveyor's registration or license number shall be indicated thereon, and the legal description of the parcel of Property shall be set forth on the Survey. Upon the survey being obtained, the legal description prepared by the Surveyor of the Property shall be deemed for all purposes of this Agreement the legal description for the Property and Exhibit "A" attached shall be deemed modified accordingly.

6. General Provisions.

(a) Seller shall not be liable for any development costs related to the Property for Purchaser's intended use.

(b) Purchaser shall have neither the power nor authority to create any liens on any of the Property while it is in the name of the Seller.

(c) The parties acknowledge and agree (i) that as of the date hereof, Purchaser owns the real property legally described on Exhibit "D" attached hereto and made a part hereof ("FCM Property"), less and except any part or portion of Parcel 'A' depicted on Exhibit "A" attached hereto and made a part hereof ("City Land"), (ii) that this Agreement is being entered in connection with, but after Closing of, the sale by Purchaser to the Seller of the City Lands consisting of approximately 4.04 acres, (iii) that as of the date hereof, the FCM Property is encumbered by a first mortgage lien in favor of Banco Popular De Puerto Rico ("Mortgagee"), and (iv) that, notwithstanding anything contained herein to the contrary, in the event that there is a sale, transfer or assignment of FCM's interest in the FCM Property in connection with the foreclosure of the mortgage in favor of the Mortgagee whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Purchaser's interest in the FCM Property, and the Option is still in effect, then the successor-in-interest to Purchaser of Purchaser's interest in the FCM Property shall have the right to exercise such Option pursuant to the terms of this Agreement.

7. Terms of Purchase and Sale. If the Purchaser timely furnishes Seller with a notice of exercise of the Option before the expiration of the Option Period and obtains the Survey, the Purchaser shall purchase and acquire from the Seller, and the Seller shall sell, convey, transfer, assign and deliver to the Purchaser the Property, on the following terms and conditions:

(a) *Purchase Price.* The Purchaser shall, in consideration of the covenants, conditions and agreements of the Seller and as full consideration for the purchase of the Property, pay to the Seller at closing a sum equal to the gross acreage of the Property rounded to the nearest hundredth of an acre multiplied by One Hundred Five Thousand Dollars and Zero cents ($105,000.00) per gross acre as certified in the Survey, which amount represents the appraised value per acre of the same as of October 7, 2022, which at the time of contract the Parties is estimated to be **Five Million, Seven Hundred One Thousand, Five Hundred Dollars and zero cents ($5,701,500.00)** based on Property consisting of 54.30 acres (the "Purchase Price").

(b) *Payment of Purchase Price.* The Option Fee heretofore paid to the Seller, while remaining non-refundable, shall be applied by the Seller at Closing as a credit applicable to the Purchase Price. Within seven (7) days of the Exercise Date, a Deposit in the amount of Twenty Five Thousand Dollars ($25,000.00) (the "Deposit") shall be paid by the Seller to the Escrow Agent. The balance of the Purchase Price due, together with all of the Purchaser's Closing Costs, shall be tendered by the Purchaser to the Escrow Agent no later than three (3) days before the date for Closing. Upon consummation of the purchase and sale of the Property, Escrow Agent shall disburse the Deposit and balance of the Purchase Price to the Seller.

(c) *Evidence of Title for Property.*

(1) Title Agent. For purposes of this Agreement, the "Title Agent" shall be Boswell & Dunlap LLP, 245 South Central Avenue, Bartow, Florida 33830.

(2) Marketable Title. For purposes of this Agreement, "Marketable Title" of the Property shall be a fee simple marketable record title vested in the Seller as of the date of Closing, as determined according to the current Uniform Title Standards adopted by authority of The Florida Bar, and not subject to any leasehold interests.

(3) Title Information and Report. The Seller shall, at the Seller's expense and no later than fourteen (14) days after the Exercise Date, cause to be issued through the Title Agent using a nationally recognized title underwriter (the "Title Company") and delivered to Purchaser (with a copy promptly to Seller) a title insurance commitment (the "Title Commitment") committing the Title Company to insure the Purchaser's title in and to the Property. The Title Commitment and the resulting owner's title insurance policy (the "Title Policy" or "Title Policies") shall be in the aggregate amount of the Purchase Price and shall be on ALTA standard forms as currently authorized and approved for use in the State of Florida. The Title Commitment shall set forth the state of the title of the Property, listing all exceptions and conditions to such title, including, without limitations, all easements, reservations, rights-of-way, covenants, restrictions, limitations and encumbrances affecting such parcel which would appear in the Title Policy, if and when issued, and shall be accompanied by a copy of each document affecting the such parcel and constituting an exception in the Title Commitment. The Title Policies shall insure Marketable Title to the Property.

The Purchaser shall, within ten (10) days of the delivery to Purchaser of the Title Commitment, give to the Seller written notice that the condition of the title to the Property as set forth in the Title Commitment and the Survey either is or is not acceptable. In the event that the condition of the title is not acceptable, the Purchaser shall give Seller a list of objections stating which exceptions in the Title Commitment are not acceptable, and the Seller shall undertake to eliminate the unacceptable exceptions in the manner set forth below; provided, however, that conditions relating to existing drainage systems and/or wetlands, if any, shall be acceptable and, at Closing, mortgages, if any, shall be satisfied by Seller or the liens thereof partially released from the Property, as the case may be. The Seller shall, at the Seller's sole cost and expense, promptly undertake to use the Seller's best efforts to eliminate all unacceptable matters to the reasonable satisfaction of the Purchaser. In the event the Seller is unable, with the exercise of reasonable diligence, to eliminate the unacceptable or objectionable matters within ten (10) days after such notice, the Purchaser may, at the Purchaser's option, (i) accept title subject to the exceptions raised by the Purchaser, without an adjustment in the Purchase Price, in which event such objections shall be deemed to be waived for all purposes, or (ii) decline to purchase the Property, whereupon the Seller shall be entitled to retain the Deposit and the parties shall be relieved of any further responsibilities or obligations under this Agreement, except those that expressly survive termination.

(d) Closing.

(1) *Date and Place of Closing.* Subject to the conditions set forth herein, Closing shall take place at such place as close to Winter Haven, Polk County, Florida as may be mutually agreed upon by the parties, and shall occur either: (i) fourteen (14) days after the delivery of the Title Commitment; or (ii), in the event the Purchaser has timely given notice to Seller of unacceptable title exceptions, fourteen (14) days after all unwaived conditions, title defects or encumbrances have been removed or cured; whichever date is later (the "Closing" or the "Closing Date"). Closing may also occur at such earlier time as may be mutually agreed upon by the Parties, the Title Agent and the Escrow Agent in writing.

(2) *Seller's Obligations at Closing of the Property*. At the Closing of the Property, the Seller shall do the following:

(A) Execute, acknowledge, and deliver to the Purchaser a Statutory Warranty Deed (the "Deed") conveying Marketable Title to the subject property to the Purchaser subject to the exceptions disclosed in the Title Commitment and not timely objected to by Purchaser hereunder, which Deed shall be in form for recording and with the legal description of such parcel as contained in such Deed being identical to the legal description of such parcel as contained in the Survey of the subject parcel and the Title Commitment, as endorsed prior to Closing;

(B) Deliver to the Purchaser and the Title Company evidence satisfactory to them of the Seller's authority to execute and deliver the

documents necessary or advisable to consummate the applicable Closing, and that the person(s) executing same on behalf of the Seller has the full right, power, and authority to do so;

(C) Execute, acknowledge, and deliver to the Purchaser and the Title Company an affidavit of no liens satisfactory to the Purchaser and the Title Company to remove the materialmen and mechanic's lien and parties-in-possession standard exceptions from the Title Commitment subject to any existing leases of parking spaces on the Property that Purchaser will allow;

(D) Execute, acknowledge, and deliver to the Purchaser such affidavit or certificate in compliance with FIRPTA affirming that the Seller is not a "foreign person," as defined in the Internal Revenue Code of 1986, as amended;

(E) Execute, acknowledge, and/or deliver any corrective instruments that may be required in connection with Marketable Title to the Property subject to the dollar limitations set forth herein, and such other documents as the Title Company may reasonably require to be executed and/or delivered to complete the transaction contemplated hereunder.

(3) *The Purchaser's Obligations at Closing of the Property*. Subject to the terms, conditions, and provisions hereof, and contemporaneously with the performance by the Seller of the Seller's obligations set forth in subparagraph (b) above, the Purchaser, at the Closing, shall do the following:

(A) Execute and deliver such documents as may reasonably be required to satisfy Purchaser's obligations under this Agreement; and

(B) Pay to the Seller the cash sum required to close the transaction contemplated hereunder after application of the Deposit.

(4) *The Seller's Closing Costs*. The Seller shall pay at Closing the following costs and expenses:

(A) The cost of recording or curing defects in the title and delivering Marketable Title to the Property;

(B) The cost of preparing, obtaining, furnishing, recording and/or delivering any other document or instrument required to be prepared, obtained, furnished, recorded and/or delivered by the Seller hereunder; and

(C) The cost of the respective Title Policies and all searches and

endorsements related thereto at State of Florida promulgated rates, less any applicable rebate from the Title Agent;

The Seller's counsel fees, if any.

(5) *The Purchaser's Closing Costs*. The Purchaser shall pay at Closing the following costs and expenses:

(A) The costs of recording the Deed;

(B) The cost of the Survey;

(C) Documentary stamps or other taxes which are required to be affixed to the Deed;

(D) The cost of obtaining, furnishing and/or delivering any other documents and instruments required to be obtained, furnished and/or delivered by the Purchaser hereunder;

(E) The Purchaser's counsel fees, if any; and

(F) Any closing fee charged by the Title Company.

(6) *Marked-up Commitment.* At Closing, the Title Company shall issue Purchaser a marked copy of the Title Commitment reflecting insurance of fee simple title in the name of the Purchaser, subject to such encumbrances and other matters affecting title that: (a) are expressly acceptable to the Purchaser, or (b) have been waived by the Purchaser as part of the Title Commitment review process.

(7) *Escrow Agent.* For purposes of the Closing provisions of this Agreement, the "Escrow Agent" shall be Frederick J. Murphy, Jr. of Boswell & Dunlap LLP, 245 South Central Avenue, Bartow, Florida 33830, (863) 533-7117, fjm@bosdun.com; beth@bosdun.com. The Escrow Agent shall perform its escrow duties pursuant to this paragraph. The Seller and the Purchaser acknowledge and agree that the duties of the Escrow Agent are purely ministerial and are limited to the safekeeping of the Deposit made pursuant to this Agreement, including any interest earned thereon, and the disposition of same in accordance with the terms of this Agreement. If all or any part of the Deposit delivered to the Escrow Agent is in the form of a check or in any form other than cash, the Escrow Agent shall deposit same as required but shall not be liable for the non payment thereof nor responsible to enforce collection thereof. The Escrow Agent shall not be deemed to have knowledge of any matter unless and until the Escrow Agent receives actual written notice thereof, and the Escrow Agent shall not be charged with constructive notice whatsoever. In the event the Escrow Agent shall be uncertain as to its duties, or shall receive instructions or demands which, in the Escrow Agent's sole opinion, are conflicting or violative of any provision of this

Agreement, then the Escrow Agent shall be entitled to refrain from taking any action until the Escrow Agent shall be directed in writing by the Seller and the Purchaser (and, at the Escrow Agent's sole discretion, consented to by any third person) or by any final order or judgment of a court of competent jurisdiction, or the Escrow Agent may deposit the subject of escrow with the Clerk of the Circuit Court of the county in which the Property is located, and upon notifying the Seller and the Purchaser of such action, all liability on the part of the Escrow Agent shall immediately and fully terminate except to the extent of accounting for any items delivered out of escrow. In the event that Escrow Agent interpleads the escrowed funds, Escrow Agent will pay the filing fees and court costs from the escrowed funds and will recover reasonable attorneys' fees and court costs from the escrowed funds in accordance with an agreement between Seller and Purchaser or as awarded by the court. The Seller and the Purchaser agree that the Escrow Agent shall not be liable to any party or person for any reason unless the Escrow Agent willfully, purposefully, and wrongfully breaches the terms of this Agreement in the misdelivery of any property held in escrow, or is grossly negligent in its duties. Purchaser hereby acknowledges that Boswell & Dunlap LLP represents the Seller in the sale of the Property and is also acting as Escrow Agent. Purchaser hereby agrees and consents that Escrow Agent may represent Seller if any dispute or enforcement action arises regarding this Agreement or any other matter. Purchaser further acknowledges and consents that Boswell & Dunlap LLP's representation of Seller shall not be limited in any manner or by any means.

(e) *Risk of Loss.* Until Closing, Seller shall bear all risk of loss to the Property. Seller shall deliver the Property to Purchaser in substantially the same condition on the Date of Closing as it was on the Exercise Date, ordinary wear and tear and any damage caused by Purchaser excepted.

(f) *Destruction and Condemnation.*

(1) If, prior to Closing, there shall occur any substantial damage or destruction to any or all of the Property not yet purchased by Purchaser, by fire, earthquake, erosion, flooding or force of nature, then Seller shall immediately notify Purchaser of such fact in writing. Purchaser shall then have the option, in its sole discretion and judgment, either to terminate this Agreement or to complete the transaction described in this Agreement. Purchaser shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Purchaser shall have received written notice of such damage or destruction from Seller, and if necessary, the respective closing date shall be extended to allow Purchaser at least thirty (30) days within which to make said election. Upon any election by Purchaser to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Purchaser, and neither party shall have any further rights, duties or obligations hereunder, except those that expressly survive termination. If Purchaser fails to make any election within the time permitted, it will be deemed to have elected to proceed with this transaction.

(2) If, prior to Closing, there shall occur any condemnation of all or any

portion of the subject property, Seller shall give prompt written notice thereof to Purchaser, and Purchaser shall have the option, in its sole judgment and discretion, either to terminate this Agreement or to complete this transaction as provided for in this Agreement. Purchaser shall give written notice of such election to Seller and to Escrow Agent on or before the date which is thirty (30) days after Purchaser shall have received written notice from Seller of such condemnation and if necessary, the Closing Date shall be extended to allow Purchaser at least thirty (30) days within which to make such election. If Purchaser elects to terminate this Agreement pursuant hereto, Escrow Agent shall pay the Deposit to the Purchaser, and neither party shall have any further rights or obligations hereunder, except those that expressly survive termination. If Purchaser fails to make any election within the time permitted therefor, it shall be deemed to have elected to proceed with this transaction.

(g) Failure of Performance and Default in Closing Process; Limitation of Remedies. If, after the Option is exercised, the Purchaser fails to Close within the time specified (including payment of any portion of the Deposit, as applicable), as it pertains to the Property, the Deposit previously paid by the Purchaser may be retained by or for the account of the Seller as agreed upon and liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, the Purchaser and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or the Seller, at the Seller's option, may proceed in equity to enforce the Seller's rights under this Agreement. Seller hereby waives any other rights or remedies it may have at law or equity in connection with a default by Purchaser. If, for any reason other than the failure of the Seller to make such property have Marketable Title after diligent effort, the Seller fails, neglects or refuses to perform this Agreement, the Purchaser may, as its sole and exclusive remedy, have the right to either (i) cancel this Agreement and receive a return of the Deposit, whereupon the Purchaser and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or (ii) seek specific performance to enforce Purchaser's rights under this Agreement. Purchaser hereby waives any other rights or remedies it may have at law or equity in connection with a default by Seller.

8. Brokers. Seller warrants to Purchaser that it has not dealt with any real estate broker or salesperson with regards to this transaction. Purchaser warrants to Seller that it has not dealt with any real estate broker or salesperson with regards to this transaction.

9. Survival of Representations, Warranties and Covenants. Notwithstanding any investigation made by either party or its authorized representatives during the Option Period or before or after Closing, the express warranties, representations, covenants and agreements of the Seller and the Purchaser as set forth in this Agreement are being made by that party with the knowledge and expectation that the other party is placing reasonable reliance thereon. The express warranties, representations, covenants and agreements made by either party herein shall be deemed to apply as of Closing of the Property being acquired by Purchaser and shall be construed as continuing warranties, representations, covenants and agreements that shall survive the Closing, and shall be fully enforceable at law or in equity against that party and that party's successors and permitted assigns, and by the other party and its successors and permitted assigns. Additionally, in the event the Option Period expires without exercise of the Option, the express warranties, representations,

covenants and agreements made by either party herein shall be deemed to apply as of the expiration of the Option Period and shall be construed as continuing warranties, representations, covenants and agreements that shall survive expiration of the Option Period, and shall be fully enforceable at law or in equity against that party and that party's successors and permitted assigns, and by the other party and its successors and permitted assigns.

10. Default Generally; Limitation of Liability.

(a) If the Purchaser fails to perform this Agreement within the time specified (including payment of the Option Fee), as it pertains to the Property, any portion of the Option Fee previously paid by the Purchaser may be retained by or for the account of the Seller as agreed upon and liquidated damages, consideration for the execution of this Agreement and in full settlement of any claims; whereupon, the Purchaser and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination. Seller hereby waives any other rights or remedies it may have at law or equity in connection with a default by Purchaser. If the Seller fails, neglects or refuses to perform this Agreement, the Purchaser may, as its sole and exclusive remedy, have the right to either (i) cancel this Agreement and receive a return of the Option Fee previously paid by Purchaser and received by Seller pursuant to this Agreement, whereupon the Purchaser and the Seller shall be relieved of all obligations under this Agreement except those that expressly survive termination; or (ii) seek specific performance to enforce Purchaser's rights under this Agreement. Purchaser hereby waives any other rights or remedies it may have at law or equity in connection with a default by Seller.

(b) Any Option running in favor of Purchaser granted by Seller hereunder shall automatically expire or terminate upon the expiration or termination of this Agreement arising out of Purchaser's Default as set forth above.

(c) IN NO EVENT, SHALL THE PURCHASER BE LIABLE TO THE SELLER 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 BY THE PURCHASER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

(d) IN NO EVENT, SHALL THE SELLER BE LIABLE TO THE PURCHASER 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 BY THE SELLER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

11. RADON GAS DISCLOSURE. PURSUANT TO AND IN ACCORDANCE WITH SECTION 404.056(5) OF THE FLORIDA STATUTES, THE SELLER AND THE PURCHASER

HEREBY ACKNOWLEDGE AND ARE AWARE THAT RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM THE COUNTY PUBLIC HEALTH UNIT.

12. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. The Seller and the Purchaser agree that the proper venue with respect to any litigation in connection with this Agreement shall be in Polk County, Florida and lie exclusively with the Florida state court system, which, as of the Effective Date of this Agreement, consists of the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the County Court in and for Polk County, Florida.

13. Notices. All notices provided for herein may be delivered in person or may be mailed in the United States mail as follows:

TO SELLER:	City of Winter Haven Attn: T. Michael Stavres, City Manager P.O. Box 2277 Winter Haven, Florida 33882-2277
with copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., Esq. City Attorney Boswell & Dunlap, LLP 245 S. Central Avenue Bartow, Florida 33830-4620
TO PURCHASER:	Florida Can Manufacturing, LLC C/O Ball Corporation Attn: General Counsel 9300 W. 108th Circle Westminster, CO 80021
with copy to: (which shall not constitute notice)	Ball Corporation Attn: Real Estate Department 9200 W. 108th Circle Westminster, CO 80021

If given to the Title Company, any such notice shall be addressed as follows:

Boswell & Dunlap, LLP

Attn: Frederick J. Murphy, Jr., Esq.
245 S. Central Avenue
Bartow, Florida 33830-4620

with copies to the Seller and Purchaser.

If given to the Escrow Agent, any such notice shall be addressed as follows:

Frederick J. Murphy, Jr., Esq.
Boswell & Dunlap, LLP
245 S. Central Avenue
Bartow, Florida 33830-4620

with copies to the Seller and Purchaser.

14. Amendments, Modifications, Alterations, and Assignments. This Agreement may not be amended, modified, altered, in whole or in part, or changed in any respect, except by a written agreement which is signed by authorized officers of all Parties and which makes specific reference to this Agreement and is approved by the City Commission of the Seller which approval may be withheld, conditioned, or delayed as determined within the sole discretion of the City Commission. Purchaser may assign this Agreement, in whole or in part, to any entity or person or, after Purchaser has exercised the Option in accordance with this Agreement, Purchaser may assign its right to purchase the Property to any entity or person so long as Purchaser provides written notice of the full name, address, and contact information of such entity or person to the City within thirty (30) days of the date of assignment. For the avoidance of doubt, such assignment may be made to any person, non-related entity, or related entity without the consent of the City.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, permitted successors, and lawful and permitted assigns.

16. Incorporation of Exhibits and Captions. The exhibits attached hereto are incorporated into this Agreement as if set forth in full in this Agreement. The descriptive section headings and captions contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof.

17. Time of the Essence. The parties hereto acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

18. Time Periods. The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days, and any such period shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire at 5:00 p.m., Florida time, on the last day of the time period. Furthermore, any time period

provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 p.m., Florida time, of the next day that is not a Saturday, Sunday, or legal holiday. For purposes of this Agreement, a "legal holiday" is a public holiday identified in 5 U.S.C. § 6103(a).

19. Attorneys' Fees and Costs. In connection with any litigation, including appellate proceedings, arising out of or by reason of this Agreement, the prevailing party shall be entitled to recover all reasonable costs, charges, and expenses, including without limitation attorneys' fees and court costs expended or incurred in connection therewith.

20. Further Acts. Any party hereto, upon the request of any other party, agrees to perform the further acts, and to execute and deliver such other documents that are reasonably necessary to carry out the provisions of this Agreement.

21. Entire Agreement and Severability. This Agreement contains the entire agreement and understandings among the parties relating to the transaction contemplated in this Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements pertaining the subject matter hereof, whether oral or written, are merged into this Agreement and shall have no further force and effect. Should any portion of this Agreement be declared invalid or unenforceable, then that portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement, unless the portion is so material that its severance from this Agreement would alter the intent and purpose of this Agreement.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

23. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

24. Execution by Facsimile. The parties hereto agree this Agreement may be signed by facsimile and such signature shall be enforceable as if it were an original.

25. Number and Gender. Except as otherwise required by the context of this Agreement, whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular. One gender shall encompass all. The words "Seller" and "Purchaser" shall include their respective successors and permitted assigns, if any.

(the rest of this page left intentionally blank; execution follows on pages 15 and 16)

IN WITNESS WHEREOF, the Seller has executed this twenty one (21) page Option Agreement, inclusive of execution pages and exhibits, as of the date indicated.

SELLER:

CITY OF WINTER HAVEN, FLORIDA

_____ _____

T. Michael Stavres, City Manager Date

ATTEST: APPROVED AS TO FORM:

_____ _____

Vanessa Castillo, MMC, City Clerk Frederick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the Purchaser has executed this twenty one (21) page Option Agreement, inclusive of execution pages and exhibits, as of the date indicated.

Purchaser:

FLORIDA CAN MANUFACTURING, LLC

By:_____ _____

BALL CORPORATION, an Indiana corporation, as Member and Manager of Florida Can Manufacturing, LLC, by and through its Authorized Signatory

Date

Name: _____
Title: _____

WITNESSES:

_____ _____

Printed Name: Printed Name:



Exhibit A - Florida Can Manufacturing PSA First Refusal - Pollard Road ROW (04-09-2025) 04092025 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
EXHIBIT "A" - OPTION AGREEMENT - POLLARD ROAD ROW

EXHIBIT B
NOTICE OF OPTION AGREEMENT

STATE OF FLORIDA)
COUNTY OF POLK)

NOTICE OF OPTION AGREEMENT

PLEASE TAKE NOTICE that Florida Can Manufacturing, LLC, a Florida limited liability company, having an address at 100 Florida Can Way, Winter Haven, Florida 33830 (the "Purchaser"), and the City of Winter Haven, Florida, a Florida municipal corporation, having an address of 451 NW Third Street, Winter Haven, Florida 33881 (the "Seller") have entered into that certain Option Agreement dated as of May ___, 2025 (the "Agreement") concerning real property situated in Polk County, Florida depicted as Parcels B-1 and B-2 on the attached map (the "Property"):

Under the terms of the Agreement, the Purchaser has the exclusive option to purchase the Property from Seller for the price specified therein. The Agreement expires on the last day of the sixtieth (60th) calendar month from the date of Agreement specified above. If the Purchaser's option is not timely exercised, under the terms of the Agreement, either the Purchaser or the Seller may record a unilateral Cancellation of Notice of Option in the Public Records of Polk County, Florida and this Notice shall thereafter be null and void and of no further force and effect.

CITY OF WINTER HAVEN, FLORIDA

By:_____
Authorized Signatory

Name:_____
Title:_____

Witness #1

By: _____
Name: _____
Address: _____

Witness #2

By: _____
Name: _____
Address: _____

FLORIDA CAN MANUFACTURING, LLC

By:_____
Ball Corporation, an Indiana corporation, as Member-Manager of Florida Can Manufacturing, LLC, by and through its Authorized Signatory

Name:_____
Title:_____

Witness #1

By: _____
Name: _____
Address: _____

Witness #2

By: _____
Name: _____
Address: _____



Exhibit C - Florida Can Manufacturing Parcels B-1 + B-2 - Pollard Road ROW (03-09-2025) 03092025 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
PARCELS B-1 AND B-2

EXHIBIT C
TO
OPTION AGREEMENT

Notice of Exercise

Date:[_____]

_____
_____
_____
_____

Re: Notice of Exercise of Option to Purchase the Property described in the Option Agreement dated May ___, 2025 (the "**Agreement**")

Dear _____:

Florida Can Manufacturing, LLC hereby exercises its option to purchase the property described in the Agreement in accordance with the terms of the Agreement.

Regards,

Florida Can Manufacturing, LLC

By:_____

Name:_____

Title:_____

EXHIBIT D
TO
OPTION AGREEMENT

FCM Property

A PORTION OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF INTERMODAL CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGES 49 THROUGH 55, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, BLOCK B, S.89°11'20"W., 2,528.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK B; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF WAHNETA FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 82 AND 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N.62°40'42"E., 983.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 274 OF SAID WAHNETA FARMS PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE WESTERLY BOUNDARY LINE OF LOTS 274 AND 233 OF SAID WAHNETA FARMS PLAT N.00°38'23"W., 975.79 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, N.89°21'37"E., 988.85 FEET; THENCE S.68°06'36"E., 373.73 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE ALONG SAID EASTERLY BOUNDARY LINE, S.00°39'36"E., 162.05 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, N.89°11'23" E., 568.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 12°34'47", AND A CHORD BEARING AND DISTANCE OF S.84°31'13" E., 74.94 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.09 FEET TO A POINT OF TANGENCY; THENCE S.78°13'49" E., 357.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 62°11'03", AND A CHORD BEARING AND DISTANCE OF S.47°08'18" E., 353.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.18 FEET TO A POINT OF TANGENCY; THENCE S.16°02'47"E., 294.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 105°14'10", AND A CHORD BEARING AND DISTANCE OF S.36°34'18"W., 543.51 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.16 FEET TO A POINT OF TANGENCY; THENCE S.89°11'23"W., 683.07 FEET; THENCE S.00°38'23" E., 59.96 FEET TO THE POINT OF BEGINNING.

DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF LOGISTICS PARKWAY AS DESCRIBED IN OFFICIAL RECORDS 9267, PAGE 381 AND ALSO BEING SHOWN AND INDICATED IN PLAT BOOK 159, PAGE 49 RECORDED AMONG THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S 89°11'44" W ALONG THE NORTHERLY LINE OF SAID PLAT, A DISTANCE OF 120.01 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK "B" OF SAID PLAT; THENCE N 00°37'59" W, A DISTANCE OF 59.96 FEET TO THE POINT OF BEGINNING; THENCE N 04°05'55" W, A DISTANCE OF 331.06 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,455.00 FEET; THENCE NORTHERLY (CHORD N 06°07'55" W 532.94') ALONG THE ARC OF SAID CURVE, A DISTANCE OF 533.99 FEET; THENCE N 12°21'48" W, A DISTANCE OF 188.38 FEET; THENCE N 89°11'47" E, A DISTANCE OF 173.52 FEET; THENCE S 12°21'48" E, A DISTANCE OF 153.61 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY WITH A RADIUS OF 2,625.00; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°27'45", A DISTANCE OF 570.96 FEET; THENCE S 00°48'16" E, A DISTANCE OF 327.84 FEET; THENCE S 89°11'47" W, A DISTANCE OF 150.96 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 175,799 SQUARE FEET OR 4.04 ACRES MORE OR LESS.

ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
O.R.	OFFICIAL RECORDS
PG.	PAGE
NE	NORTHEAST
SF	SQUARE FEET
AC	ACRES
R	RADIUS
L	ARC LENGTH
D	CENTRAL ANGLE
CH	CHORD

NOTES

1. THIS DRAWING IS REFERENCED TO A GRID PROJECTION OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83/11 ADJUSTMENT).
2. THIS DRAWING IS NOT A BOUNDARY SURVEY.
3. THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
4. BEARINGS ARE BASED ON THE NORTHERLY LINE OF LOT 1 BLOCK "B" PER PLAT BOOK 159, PAGE 49 BEING S 89°11'44" W.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Russell P Hyatt

Digitally signed by Russell P Hyatt
Date: 2025.01.14 11:36:34 -05'00'

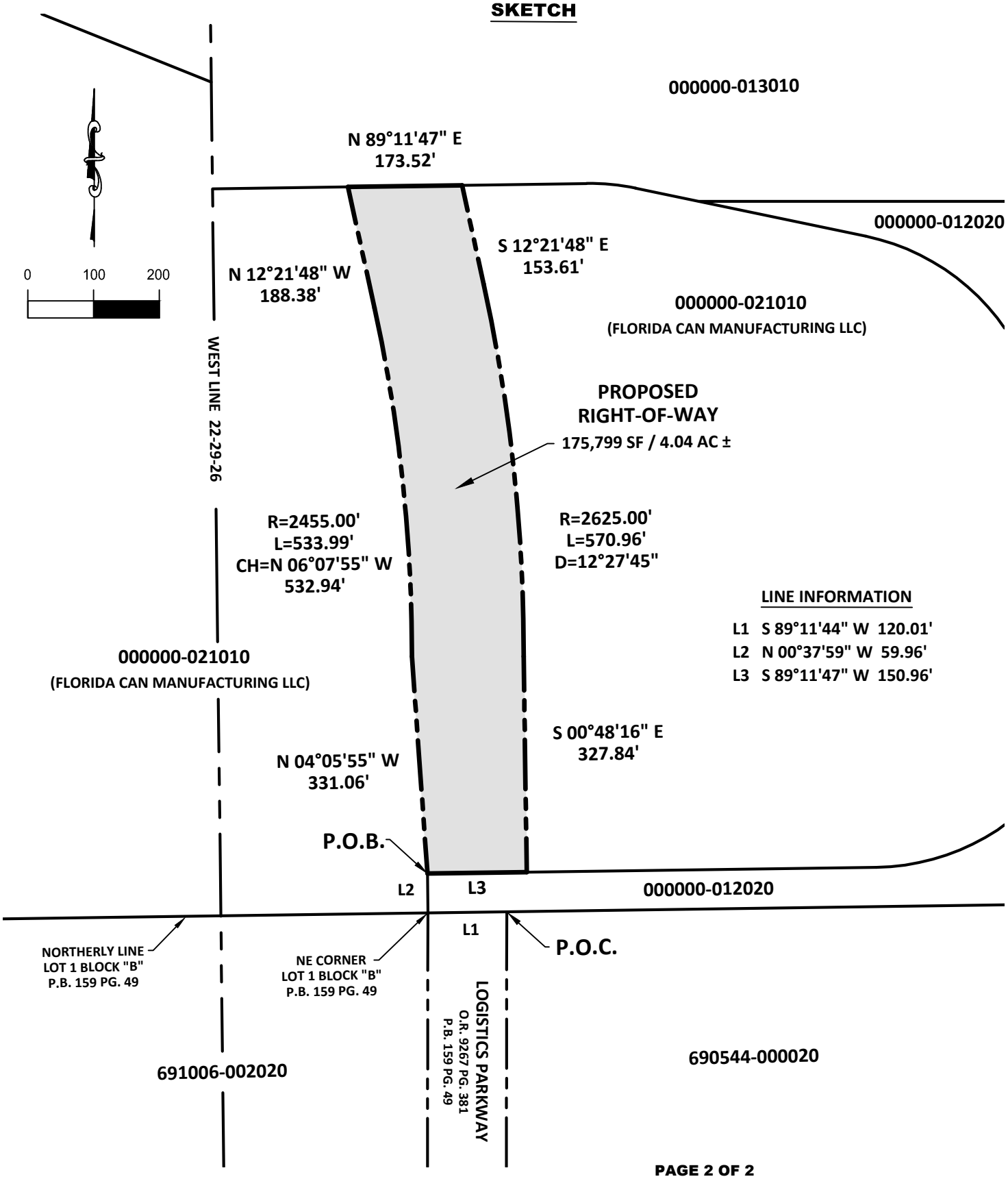
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC. LB 7203
2012 LENA ROAD BRADENTON, FL 34211

Hyatt Survey Services, Inc.
Geographic Data Specialists LB No. 7203
2012 Lena Road Bradenton, Florida 34211
(941) 748-4693

PID 000000-021010
PROPOSED RIGHT-OF-WAY
LOGISTICS PARKWAY EXTENSION

SECTION 22 TOWNSHIP 29 S RANGE 26 E	DRAWN: JM	DATE: 03/2024	SCALE: N/A
POLK COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2754	

SKETCH



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PID 000000-021010 PROPOSED RIGHT-OF-WAY LOGISTICS PARKWAY EXTENSION			
SECTION 22 TOWNSHIP 29 S RANGE 26 E	DRAWN: JM	DATE: 03/2024	SCALE: 1" = 200'
POLK COUNTY, FLORIDA	CHECKED: RH	PROJECT NUMBER: 22-2754	



Exhibit A - Florida Can Manufacturing PSA - Pollard Road ROW (12-12-2024) 12122024 ggree

WINTER HAVEN Water

COWH-FLORIDA CAN MANUFACTURING
EXHIBIT "A" - PURCHASE AND SALE AGREEMENT - POLLARD ROAD ROW