WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, January 22, 2024, 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** - Rev. Deldrick Leonard - Bethel Missionary Baptist Church
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
5. **PRESENTATIONS**

5.A **"Dr. James H. Ammons, Jr. Week" Proclamation - Dr. James H. Ammons, Jr.**

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

Proclamation

5.B **"Donzell 'DChief' Floyd Week" Proclamation - Mrs. Carolyn Floyd**

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

Proclamation

5.C **New Website Overview**

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

6. **DEVELOPMENTS OF NOTE**
7. **MINUTES**

7.A **October 9, 2023, Regular City Commission Meeting Minutes**

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

2023-10-09 DRAFT Regular City Commission Meeting Minutes with Link

7.B **October 18, 2023, Agenda Review Session Meeting Minutes**

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

2023-10-18 DRAFT Agenda Review Session Minutes with Link

7.C **October 23, 2023, Regular City Commission Meeting Minutes**

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

2023-10-23 DRAFT Regular City Commission Meeting Minutes with Link

8. COMMENTS FROM THE AUDIENCE

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

9.A **O-24-01 - Request by Rivercard LLC to amend a portion of Planned Unit Development Ordinance O-21-23 (1911 21st Street, NW)**

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

Summary - Ordinance O-24-01
O-24-01

9.B **O-24-02 - Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportationâ€™s and Polk Countyâ€™s 2023/2024 through 2027/2028 Transportation Improvement Programs and the Polk County School Boardâ€™s 2023/2024 through 2027/2028 Facilities Work Program by reference**

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

Summary - Ordinance O-24-02
O-24-02

9.C **O-24-03 - Administrative request to amend Table 21-32(A) of the Winter Haven Code of Ordinances for the purpose of addressing Commercial- Downtown (C-1) zoning district uses**

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

Summary - Ordinance O-24-03
O-24-03

9.D **O-24-04 - Administrative request amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 5, Section 21-96, and Table 21-32(A) for the purpose of addressing, banquet halls, bottle clubs, and related alcoholic beverage establishments**

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

Summary - Ordinance O-24-04
O-24-04

10. CONSENT AGENDA

10.A **Amendment No. 6 to the Agreement between the City of Winter Haven and Tuttle Corporation d/b/a Richard's Fine Coffees**

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

Summary - Amendment No. 6 to the Agreement between the City of Winter Haven and Tuttle Corporation
Signed Assignment and Assumption of Agreement as Amended
RHL CORP Certificate of Status

10.B **Authorization for Travel and Training - Florida Municipal Insurance Trust (FMIT) 2024 Trustee Meetings (Dantzler)**

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

Summary - Travel Authorization - Florida Municipal Insurance Trust (FMIT) Meetings 2024
FMIT Meeting Dates-2023-2024
Dantzler appointment to FMIT Trustee Board - Mar 2023 - Mar 2026

10.C **Amendment to the Community Redevelopment Agency fiscal year 2023-2024 budget**

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

Summary - CRA budget amendment
CRA Resolution R-CRA-23-04

10.D **Task Order with Kimley Horn for Transportation Master Plan**

Staff Contact: *M.J. Carnevale, Deputy City Manager, mcarevale@mywinterhaven.com*

Summary - Task Order with Kimley Horn Transportation Master Plan
Kimley Horn Task Order

10.E **Task Order with Kimley Horn for Transportation Support Services**

Staff Contact: *M.J. Carnevale, Deputy City Manager, mcarnevale@mywinterhaven.com*

Summary - Task Order with Kimley Horn for Transportation Support Services
Kimley Horn Task Order

11. RESOLUTION(S)

11.A **R-24-01 - City commission support of the application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project**

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

Summary - Resolution R-24-01
R-24-01

11.B **Resolution R-24-02 - City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project**

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

Summary - Resolution R-24-02
R-24-02

11.C **R-24-03 - City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project**

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

Summary - Resolution R-24-03
R-24-03

11.D **R-24-07 - Request by Lennar Homes, LLC to reduce the amount of the Performance Bond submitted to the City to insure completion of required improvements for the Peace Creek Reserve Subdivision**

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

Summary - Resolution R-24-07
R-24-07

11.E **R-24-08 - Public Hearing - Request by Blue Winter Haven, LLC to establish a Green Reuse Area**

pursuant to Chapter 376.80(2)(c) Florida Statutes

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

Summary - Resolution R-24-08
R-24-08

11.F **R-24-09 - Agreement with the Department of Commerce for Community Planning Technical Assistance Grant for Transportation Master Planning**

Staff Contact: *M.J. Carnevale, Deputy City Manager, mcarnevale@mywinterhaven.com*

Summary - Resolution R-24-09
R-24-09
P0495 agreement with FDOC

12. ORDINANCE(S) - FIRST READING

12.A **O-24-08 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 6, Section 21-103, Accessory Uses for the purpose of updating marine structure requirements**

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

Summary - Ordinance O-24-08
O-24-08

13. NEW BUSINESS

13.A **Salvation Army Emergency Women's Shelter**

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

Summary - Salvation Army Emergency Women's Shelter
Letter from Salvation Army - Jan 10, 2024

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the City of Winter Haven recognizes how diversity and inclusion is woven into the fabric of American life and solidifies the foundation of strong communities; and

WHEREAS, in 2021 the City of Winter Haven decided to begin celebrating black history month by recognizing local heroes who have made a significant impact on the community; and

WHEREAS a group of community leaders came together and identified local heroes that blazed new trails while demonstrating passion, dedication, and empathy or compassion for the community; and

WHEREAS, one hero will be recognized for each week of Black History Month 2024; and

WHEREAS, Dr. James H. Ammons is recognized as one of these heroes; and

WHEREAS, Dr. James H. Ammons has been dedicated to the betterment of higher education, having previously served as the ninth Chancellor at North Carolina Central University, the 10th President of Florida Agriculture and Mechanical University (FAMU), and currently serves as the Chancellor of Southern University at New Orleans; and

WHEREAS, Dr. Ammons would say "*Blessed is he who has found his work; let him ask no other blessedness.",* and these are words that can guide us all.

NOW, THEREFORE, I, Nathaniel J. Birdsong Jr of the City of Winter Haven, Florida, do hereby proclaim the week of February 5th, 2024, as

"Dr. James H. Ammons Jr. Week"

in the City of Winter Haven.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of January, 2024.



Nathaniel J Birdsong, II

Nathaniel J. Birdsong Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the City of Winter Haven recognizes how diversity and inclusion is woven into the fabric of American life and solidifies the foundation of strong communities; and

WHEREAS, in 2021 the City of Winter Haven decided to begin celebrating black history month by recognizing local heroes who have made a significant impact on the community; and

WHEREAS a group of community leaders came together and identified local heroes that blazed new trails while demonstrating passion, dedication, and empathy or compassion for the community; and

WHEREAS, one hero will be recognized for each week of Black History Month 2024; and

WHEREAS, Donzell 'DChief' Floyd is recognized as one of these heroes; and

WHEREAS, Mr. Floyd dedicated his life to serve others and assisting student in their own academic journeys with his own time, guidance, and wisdom and knowledge of the pharmacy profession which has made a lasting impact; and

WHEREAS, Mr. Floyd would say "*Success is measure by the distance you traveled from where you started.*", and these are words that can guide us all.

NOW, THEREFORE, I, Nathaniel J. Birdsong Jr of the City of Winter Haven, Florida, do hereby proclaim the week of February 12th, 2024, as

"Donzell 'DChief' Floyd Week"

in the City of Winter Haven.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of January, 2024.



Nathaniel J. Birdsong, Jr

Nathaniel J. Birdsong Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, October 9, 2023, 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/link/review?uri=urn:aaid:scds:US:21d6a658-38f2-48c9-8c5e-f50259b43702
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Public Safety Director Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Diversity & Inclusivity Director Christine Samuel; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Interim Public Works Director Brittany Hart.

3. **INVOCATION** – Pastor George Gasperson – Christ Community Church

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

5. **PRESENTATION(S)**

A. "Safe Sleep Awareness Month" Proclamation – Alicia Weaver, Children's Home Society

City Manager Stavres read aloud a proclamation declaring October 2023 as "Safe Sleep Awareness Month" in the City of Winter Haven to Ms. Weaver and her representative.

B. "Florida Greenways and Trails Month, Mobility Week and Trail Town Designation" Proclamation – Andy Palmer, Parks Planning & Strategic Initiatives Manager

City Manager Stavres read aloud a proclamation declaring October 2023 as "Florida Greenways and Trails Month, Mobility Week and Trail Town Designation" in the City of Winter Haven to Parks Planning and Strategic Initiatives Manager Palmer.

C. "Certified Public Manager Month" Proclamation - Heather Reuter, Senior Planner

City Manager Stavres read aloud a proclamation declaring October 2023 as "Certified Public Manager Month" in the City of Winter Haven to Senior Planner Reuter.

DRAFT

D. "Community Planning Month" Proclamation – Eric Labbe, Economic Opportunity & Community Investment Director

City Manager Stavres read aloud a proclamation declaring October 2023 as "Certified Public Manager Month" in the City of Winter Haven to Economic Opportunity and Community Investment Director Labbe.

E. "Florida City Government Week" Proclamation – Katrina Hill, Public Affairs and Communication Director

City Manager Stavres read aloud a proclamation declaring October 16 through October 22, 2023 as "Florida City Government Week" in the City of Winter Haven to Public Affairs and Community Director Hill. Director Hill said that there was a t-shirt contest this year and discussed the *Hands-On Haven: Trucks, Tech and Tails Day* event on October 21, 2023, in Downtown Central Park.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. August 23, 2023, City Commission Agenda Review Session Minutes

B. August 28, 2023, Regular City Commission Meeting Minutes

Motion by Mayor Pro Tem Birdsong to approve both sets of minutes as presented.

Mayor Dantzler 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 4:0.

8. COMMENTS FROM THE AUDIENCE

Linda Fife, 3691 Plymouth Drive in Winter Haven, thanked the Commissioners for all they do and for bringing Winter Haven to the forefront. She expressed concerns with the many apartments being built, which she believed was affecting Thompson Nursery Road, asked about schools and jobs, and requested that the Commission step back from development approvals.

Hakim Rashid, 140 Avenue P NE in Winter Haven, said he was the Vice President of the Concerned Citizens Committee and asked to receive more information on the SHIP Program. He said he was going to meet with Affordable Housing and Programs Manager Diane Durr and wanted to know what money was being obtained for housing, apartments, and if their committee could receive funding so they could help their community. He requested partnering with the City on affordable housing and presented other committee members. City Manager Stavres asked him to get with Director Labbe to expedite his meeting with Manager Durr.

Morgan Pohopin, from the Society of St. Vincent de Paul, discussed the Disaster Case Management Program and spoke about its goals. City Manager Stavres asked for her to leave her information with Director Hill.

Earl Pearsall, 1005 West Hamilton Drive in Winter Haven, said he was also a member of the Concerned Citizens of Winter Haven.

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

A. O-23-41 – Request by RR Heath Investments, LLC to assign Neighborhood Support Future Land Use to an annexed parcel (1100 Eloise Loop Road)

City Attorney Murphy read Ordinance O-23-41 by title only and City Manager Stavres presented.

Motion by Commissioner Yates to approve Ordinance O-23-41 on second reading – public hearing.

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

Motion carried 4:0.

B. O-23-42 – Request by RR Heath Investments, LLC to assign Commercial – Highway (C-3) zoning district to an annexed parcel (1100 Eloise Loop Road)

City Attorney Murphy read Ordinance O-23-42 by title only. City Manager Stavres said this was a companion to Ordinance O-23-41.

Motion by Commissioner Yates to approve Ordinance O-23-42 on second reading – public hearing.

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

Motion carried 4:0.

City Attorney Murphy noted for the record that both of these ordinances were intended to be adopted prior to October 1, 2023, but they did not require a business impact estimate statement because they were within the exception that was discussed regarding that matter, therefore, the ordinances did not include the "whereas" clauses relating to that exception.

C. O-23-43 – Request by Carlton Properties, LLC to rezone a parcel from Single Family Residential – Small Lot (R-2) zoning district to Multi-Family Residential – Low Density (R-3) zoning district. General Location: 3257 Old Eagle Lake Road

City Attorney Murphy read Ordinance O-23-43 by title only and City Manager Stavres presented.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-23-43 on second reading – public hearing.

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

Motion carried 4:0.

To clarify what would happen after October 1, City Manager Stavres said that on ordinance changes that would be required to have a business impact statement, staff would coordinate that as part of the fact sheet and it would be denoted within the fact sheet, which he explained further.

D. O-23-44 – Request by Telescorp Group, LLC to assign Neighborhood Suburban Future Land Use to an annexed parcel

City Attorney Murphy read Ordinance O-23-44 by title only. City Manager Stavres said this was a companion to Ordinance O-23-43.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-23-44 on second reading – public hearing.

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

Motion carried 4:0.

E. O-23-45 – Request by Telescorp Group, LLC to assign Planned Unit Developoment (PUD) zoning district to an annexed parcel

City Attorney Murphy read Ordinance O-23-45 by title only and City Manager Stavres presented.

Motion by Mayor Pro Tem Birdsong to approve Ordinance O-23-45 on second reading – public hearing.

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

Motion carried 4:0.

10. CONSENT AGENDA

A. Florida Department of Transportation (FDOT) Temporary Road Closure Request for the 2023 Havendale Christmas Parade and the 2024 Dr. Martin Luther King, Jr. Parade

B. Authorization for Travel & Training: Polk County Day 2024 (Dantzler, Birdsong, Mercer, Yates, Stavres, Carnevale, Hill)

C. Interagency Agreement between the City of Winter Haven and Polk County Sheriff's office for access to the Florida Criminal Justice Network (CJNet), National Crime Information Center (NCIC, the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III)

D. Winter Haven Planning Commission Membership – Recommendation for one (1) appointment and three (3) reappointments

E. Logistics Parkway Extension – Wetland Credit Purchase Agreement

F. Chain of Lakes Park Phase II Design & Permitting Task Order

G. Parks, Recreation and Trails Master Plan Scope of work with Kimley Horn

Motion by Commissioner Yates to approve the entire Consent Agenda as presented.

Mayor Dantzler 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 4:0.

11. RESOLUTION(S) - None

12. ORDINANCE(S) - FIRST READING

A. O-23-52 - Administrative request to amend Section 21-96(d) of the Winter Haven Code of Ordinances for the purpose of addressing hours for sale or service of alcoholic beverages

City Attorney Murphy read Ordinance O-23-52 by title only and Deputy City Manager Carnevale presented.

Mayor Dantzler reported this item would come back for a second reading and public hearing at the November 13, 2023, Regular City Commission Meeting.

13. NEW BUSINESS

A. Chain of Lakes Park Phase II Interlocal Agreement

City Manager Stavres presented this item as detailed in the fact sheet. He added that he anticipated that pending approval from the Polk County Board of County Commissioners, the City could move quickly hopefully before the end of this calendar year into the demolition of the site and commencing site work so the City could hit the ground running when it was time to start putting new light poles and infrastructure which he explained further. He added that Mark Zimmerman from Polk County Tourism and Sports Marketing, who was present in the audience, had been a delight to work with through this process and had been with the City since day one of the master planning.

Mr. Zimmerman said they were in the process right now of looking at the bond and had some meetings scheduled this week. Discussion ensued regarding the bond to include the rate, estimate of bonding amount, combined or separate bonds, if the 30-year bond was looked at, the 20-year bond, refinancing, if the lake quality was being improved, etc.

Dave Carter, P.E., of Carter and Kaye Engineering, LLC., said that they were not planning to do much large scale demucking since it was very thick and explained in more detail.

Discussion also ensued regarding the fields west of the stadium, if the lights used to light the stadium were planned to be repurposed, and that the benefits of re-using items of usable equipment and the like would be coordinated with the construction-manager-at-risk team especially with the bleachers.

Motion by Commissioner Yates to approve the Chain of Lakes Park Phase II Interlocal Agreement, as presented.

Mayor Dantzler stated anyone wishing to speak to this item could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 4:0.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported the following: attended the evaluation meeting for the Auditing Services RFQ (Request for Qualifications) and said that some companies were using artificial intelligence; attended the *Fiesta Winter Haven* event at Polk State College (PSC); attended the Florida League of Cities Transportation and Affordable Housing Legislative Policy Committee Meeting; attended the Main Street Winter Haven (MSWH) *Oktoberfest* event; and attended the Winter Haven Fire Department *Open House* event and said the children's display was terrific with its little coats, boots, and hats.

Commissioner Yates reported the following: attended the second class of CityU for Session 3 and gave kudos to Public Affairs and Communications Director Hill for coordinating this program. He recommended that citizens participate for a better understanding of government; attended the Food Truckin' Fun and gave kudos to staff for a job well done; spoke to the Polk County Legislative Delegation Meeting on behalf of the Commission and thanked them for all that they did for the City and for their continued support of the City's ongoing projects; attended a Planning Commission Meeting; attended a Greater Winter Haven Chamber of Commerce *Coffee and Conversation* event where [Polk County Sheriff's Office] Chief [of Staff Steve] Lester was the speaker; and attended the Florida League of Cities Finance and Taxation Legislative Policy Committee Meeting and spoke on data collection they wanted to do.

Mayor Dantzler reported the following: attended the Meals on Wheels event where City Manager Stavres did a good job as the auctioneer and six figures was raised; attended the MSWH Oktoberfest event and gave a shout out to the Police Department for staying around; attended an Airport Advisory Committee (AAC) Meeting and commented that Winter Haven Economic Development Council (WHEDC) President Bruce Lyon does a great job; attended the MSWH Ladies Night event and gave a "hats off" to them; attended the WHEDC and MSWH Combined Annual Meeting; attended a girls' volleyball game at the AdventHealth FieldHouse and Conference Center, which was packed; and attended a ribbon cutting for the new SouthPoint Elementary School.

Mayor Pro Tem Birdsong reported the following: attended a ribbon cutting for the new SouthPoint Elementary School, which was unique because if was a two-story elementary school, but no enrollment for the second floor; attended the Central Florida Development Council (CFDC) Annual Meeting where Commissioner Yates did a tremendous prayer; attended the WHEDC and MSWH Combined Annual Meeting; attended the Fire Station Open House; attended the PSC *Fiesta Winter Haven*; attended a Florida League of Cities Utilities, Natural Resources, and Public Works Legislative Policy Committee Meeting and said last year Winter Haven Water Director Hubbard had submitted a policy to go before the Legislature to include us in the trust fund so that the City could receive some funding or at least mentioned in the One Water concept. Other items presented and submitted by the Committee this year were regarding solar and energy, called PACE which was operating in one county and being stretched throughout the State. The other issue was regarding stormwater run-off. The priority was to put before the

Legislature the possible solution of new developments when they did their storm water retention, which he discussed in more detail.

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres reported the following: attended the International City/County Management Association (ICMA) Conference in Austin, Texas where many great sessions were held. He communicated with Mayor Dantzler on a couple things pertaining to homeless strategies and Winter Haven was one of the municipalities highlighted within that through the ICMA TV and Director Hill had access to those videos, which would be shared with people. Lastly, he thanked the Commission for allowing him to attend the conference.

Assistant to the City Manager Amanda-Jo "A.J." Nicholson reported that there were 240 confirmed guests to attend the Ridge League of Cities Dinner Meeting that the City of Winter Haven was hosting. She said that Commissioner Yates would be providing welcoming comments, Mayor Pro Tem Birdsong would give the invocation, the meeting topic would be regarding water issues around the Ridge League, and Bobby Green had done a great job of liaising with Director Hubbard, and she hoped the Commission could attend. City Manager Stavres added that the theme would be "Harvest in the Haven" and welcomed everyone to dress in denim, boots, and flannel. Lastly, Commissioner Mercer reminded attendees to bring a toy to benefit Toys for Tots.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale commended Commissioner Yates for speaking at the Polk County Legislative Delegation Meeting and said he had received good feedback from it. He also thanked the Commission for their patience while he worked through leading his first agenda items at the Agenda Review Session last week.

Winter Haven Water Director Hubbard reminded everyone of the One Water Summit this Friday at the AdventHealth FieldHouse and Conference Center. Guests from around the state would be present and there was a full agenda to include One Water Projects from other communities.

18. CITY CLERK REPORT

City Clerk Castillo reported that the Regular and Special Election would take place on Tuesday, November 7, 2023, from 7:00 a.m. to 7:00 p.m. for seat numbers 1 and 5. Public Notices had been advertised, posted in various City buildings, posted on the City's website. The polling locations would be the same since 2019.

Commissioner Yates said he would attend the Canvassing Board Meeting on Election Night, however, he would be unable to attend the *Post-Election Audit Meeting* on November 14, 2023, at 10:00 a.m. Discussion ensued regarding what a quorum consisted of and what was needed for the Canvassing Board Meetings.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:44 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Bradley T. Dantzler
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, October 18, 2023, 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/link/track?uri=urn:aaid:scds:US:f384609e-c0ce-4023-8cf6-c575062f58b3
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Dantzler called the meeting to order at 5:30 p.m.

2. ROLL CALL - LaTonya Harris, Deputy City Clerk

Commissioners Present: Mayor Bradley T. Dantzler; Mayor Pro Tem Nathaniel Birdsong, and Commissioner Tracy Mercer

Commissioner Absent: Commissioner Brian Yates

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; Deputy City Clerk LaTonya Harris; Interim Public Works Director Brittany Hart; Assistant City Manager for Public Safety Charlie Bird; Chief Financial Officer Colleen "C.J." Scott; Police Chief David Brannan; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Technology Services Director Hiep Nguyen; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; and Fire Chief Sonny Emery

5. PRESENTATION(S)

A. 2023 Mayor John Land Years of Service Recognition for Mayor Pro Tem Nathaniel Birdsong, Jr. – Eryn Russell, Florida League of Cities

City Manager Stavres gave an overview of this item and commented that it was a special occasion that many cities do not have an opportunity to experience.

There were no questions or discussion.

B. "World Polio Day" Proclamation - Walter Page, President, Rotary Club of Winter Haven and Rotary Club Members

There were no questions or discussion.

C. " Greater Works Ministries Celebrating 20 Years: The Legacy Continues " Proclamation - Dr. Joe Nathan Halman, Bishop and Debra Saggers Halman, Pastor, Greater Works Ministries of Winter Haven

There were no questions or discussion.

6. DEVELOPMENTS OF NOTE - None

DRAFT

7. MINUTES - None

8. COMMENTS FROM THE AUDIENCE – N/A

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

A. O-23-52 - Administrative request to amend Section 21-96(d) of the Winter Haven Code of Ordinances for the purpose of addressing hours for sale or service of alcoholic beverages

City Manager Stavres said there had been positive feedback, articles in The Ledger and an on-camera interview with Economic Opportunity and Community Investment Director Labbe and the news media. He also said there had been no changes since first reading.

There were no questions or discussion.

B. O-23-57 - Request by Enright Real Property Company, LLC to establish the Peace Creek Village Community Development District

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

There were no questions or discussion.

10. CONSENT AGENDA

A. RFP-23-43 - Award of Contract for Auditing Services

City Manager Stavres gave an overview of this item.

Mayor Dantzler asked what company was being replaced. City Manager Stavres answered that it was CliftonLarsonAllen (CLA), LLC, whose contract had expired and that Mauldin & Jenkins, LLC had been recommended by the audit selection committee.

B. Authorization for Travel & Training: Florida League of Cities (FLC) 2023 Legislative Conference (Birdsong, Mercer, Yates)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Award of ITB-23-49, Eagle Lake Potable Water Interconnect Project to B&B Underground Construction, Inc., (West Palm Beach, FL.)

City Manager Stavres gave an overview of this item.

Mayor Dantzler inquired if the Eagle Lake baseball fields were located there and if they were in the city limits of Winter Haven. City Manager Stavres confirmed that the baseball fields belonged to Eagle Lake and explained that the Normandy Heights subdivision was in the Winter Haven city limits, but not in the areas where you cross State Road 540, Winter Lake Road.

Mayor Dantzler asked if the vacant lot, shown in the "*Eagle Lake-Winter Haven Emergency Potable Water Interconnect"* slide, was also in the Winter Haven city limits. Director Labbe confirmed that it was in the city limits and City Manager Stavres pointed out the areas on the slide that were outside of the city limits.

D. Sewer Lift Station #373 replacement pump, Xylem Water Solutions USA, Inc.

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Turf Tank Pro Robotic Athletic Field Line Painter

City Manager Stavres gave an overview of this item. He informed the Commission that former City Manager Mike Herr; Parks, Recreation and Culture Director Julie Adams, Parks, Recreation and Culture Assistant Director Scott

Eilers, and he were able to view a demo of the Turf Tank pro robotic athletic field line painter last year at Sertoma Park. He explained how it worked and eliminated the need for staff to perform that function which would allow staff to perform other duties.

Mayor Dantzler asked if it was just a big tank of paint. Director Adams confirmed that it was and described the machine's features and specifications.

Mayor Dantzler inquired if the paint was removable and will be used on artificial fields. Director Adams clarified that it would be used only on the natural turf fields.

Mayor Pro Tem Birdsong asked if it could only be rented and not bought. Director Adams responded that the City would own it after the end of six years and would just pay for the software and technology upgrades afterwards. She also shared that the life span of the painter was ten years.

City Attorney Murphy commented on the advantages of the automatic software updates.

Mayor Dantzler inquired if it could paint baseball and football fields. Director Adams said it could.

Mayor Pro Tem Birdsong asked if it could paint tennis courts. Director Adams responded that it probably could, but City staff would not use it for that purpose.

Discussion ensued regarding the machine's painting and technological capabilities, robotic mowers, and equipment electrification.

F. Recommendation of award to Whitehead Construction for RFQ-23-41 S. Lake Howard Nature Park Expansion

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

G. Purchase of Additional Modules of ZenCity Software Subscription (Tel Aviv, Israel)

City Manager Stavres gave an overview of this item and extended thoughts to ZenCity as they deal with the tragedies that have taken place in their country.

Mayor Dantzler inquired if there was contact with the company and would they still provide service. City Manager Stavres said there was and that it was an international company with headquarters located in Tel Aviv, Israel.

Public Affairs and Communication Director Katrina Hill added that team members were not only located in Austin, Texas, New York, and Philadelphia, but also in Australia and Israel. She explained that this subscription was an add-on, how the platform was built, and its different features.

H. Winter Haven Fire Station No. 4 / Public Safety Facilities Guaranteed Maximum Price (GMP) Amendment associated with the Design-Build Contract with Whitehead Construction, Inc.

City Manager Stavres gave an overview of this item.

Mayor Dantzler asked if a dog park could be built on this site. City Manager Stavres informed that there was not enough space there.

Mayor Dantzler inquired if a dog park could be built in a retention pond. City Manager Stavres said it was a possibility, but there were not any site plans for a dog park to be built on the site.

Mayor Pro Tem Birdsong asked if the construction would be completed in the calendar year. City Manager Stavres responded that it would be calendar year 2024. Wayne Mullins, of Whitehead Construction, said they would probably start in the end of November 2023.

Mayor Pro Tem Birdsong inquired if there would be charging stations. Mr. Mullins said there would be provisions for one charging station.

Mayor Dantzler asked if it would be for two cars. Mr. Mullins answered that it would.

Discussion ensued regarding painting of the charging station to identify it as such and consideration of building a small dog park at the site.

DRAFT

11. RESOLUTION(S)

A. R-23-54 - The establishment of sidewalk café application fees as permitted in Section 21-104 of the Winter Haven Code of Ordinances

City Manager Stavres gave an overview of this item. Downtown Community Redevelopment Agency (CRA) Project Manager Angie Hibbard presented a short update on the sidewalk café construction. She said that the streets and sidewalks should be open prior to Thanksgiving and were monitoring when the railings would be installed. City Manager Stavres explained the delayed process that involved obtaining materials for the railing. Director Labbe presented and discussed a fee schedule establishment for the application and renewal of sidewalk cafés. He informed of fees of the first application for sidewalk cafés that utilized existing infrastructure, application for creation of new infrastructure and renewals. City Manager Stavres explained and gave examples of the sidewalk café fee schedule process.

Mayor Dantzler inquired if a retail business similar to Bellies-2-babies, located at 245 West Central Avenue, Suite F, in Winter Haven could utilize a sidewalk café space to place a display or a couple of racks of merchandise. City Manager Stavres informed that retail sales transactions could not occur in the right-of-way.

Mayor Dantzler asked if the extended sidewalk space could only be used for placing chairs regarding retail spaces. City Manager Stavres said the space does not have to be utilized. Director Labbe informed that it could be used for a special event, if approved.

Discussion ensued regarding reasons why space would not be feasible for retail sales and transactions.

12. ORDINANCE(S) - FIRST READING

A. O-23-39 - Request by Latigo Winter Haven, LLC to amend Planned Unit Development Ordinance O-22-11

Director Labbe gave an overview of this item.

Mayor Dantzler inquired if only the lines, not the actual chargers, would be installed for electrical vehicle charging stations. Director Labbe confirmed that they would.

Mayor Dantzler asked if that type of installation was normal. Director Labbe said that it was.

Mayor Dantzler inquired who installed the charger infrastructure, if it was not done originally by the developer. Director Labbe answered that it would be installed by the developer when the market required it.

13. NEW BUSINESS

A. Authorization to negotiate contract for Public-Private Partnership (P3) for the East Winter Haven Aquifer Recharge and Wetland Restoration Project

City Manager Stavres gave an overview of this item. He said that the City had never done a Public-Private Partnership (P3) before, but thought it would be a viable option for completion of capital projects. He mentioned that the Polk County Board of County Commissioners (BoCC) were currently going through this process.

Winter Haven Water Director Hubbard presented and explained the P3 process and gave some information about Resource Environmental Solutions, LLC (RES).

Ansley Tilley, PE, State of Florida Professional Water Resources Engineer and team member of RES, introduced herself and team member, Todd Wilson, Phillips and Jordan Director of Business Development. She presented with *East Winter Haven Aquifer Recharge and Wetlands Restoration Project* PowerPoint presentation (*see attached*) and explained the slides in more detail. She talked about who RES was, the company's background, growth, services they provided, who they served and predictable costs. She also, talked about RES' stats, regional background, project objectives and benefits, and scope. She concluded with information about the background of Florida P3, P3 law, and process stages.

City Manager Stavres did a brief recap and informed that Polk County was currently going through this same process for a project in the Thornhill Road area.

Commissioner Mercer asked how many similar projects RES had in Florida. Ms. Tilley answered that RES had a couple of projects, to include ownership of three mitigation banks that were not considered P3, the Polk County project and another similar project in Okeechobee County.

Mayor Dantzler inquired if Director Hubbard was managing the BradCo Farm Property project and if he would be involved in the negotiations with the Bradshaw family. Director Hubbard confirmed that he was the primary negotiator and that negotiations were going well. He expected a closing in mid-December.

Mayor Dantzler asked if a request for assistance with funding from Polk County had been made. Director Hubbard said that Polk County had not been approached for funding and believed that they were still in the process of establishing a committee that would evaluate environmentally sensitive lands. Deputy City Manager Carnevale provided additional information about the selection committee and advised that the program had begun with the evaluation of property owner submissions and round of initial funding.

Mayor Dantzler inquired if the program was for land acquisitions or developments. Deputy City Manager Carnevale answered that he thought that there was a plan that it would be used for acquisition of land for over a period of years and to also maintain the property afterwards.

Discussion ensued in regards to the environmental lands funding, an acquired site in the City limits of Winter Haven, program participation requirements, state funding, three-way partnerships, and additional services that RES provided. Ms. Tilley explained further about the RES full delivery service which included partnering with City staff to seek funds; local, state and national grants; loan programs, any private financing and financial advising.

Discussion ensued in regards to how RES operated, their government affairs team, positioning projects to receive funding, third party for-profit grant funding, and interest in the restoration project.

Commissioner Mercer asked what RES' longest term project was. Ms. Tilley said it was a current restoration project for forty years and the next longest was twenty-five years. City Manager Stavres mentioned how various facilities, that are in the future capital improvement plan (CIP), could come about via a P3 approach. Director Hubbard commented how tremendous it would be to have a partnership that could assist with local government negotiations with purchasing property. City Manager Stavres said there would be scheduling of briefing sessions with the Commission in regards to capital projects and debt financing. He, also, mentioned that Commissioner Yates would return Friday, October 20, 2023, and be present at the October 23, 2023, Regular City Commission meeting.

14. **CITY COMMISSIONERS/LIAISON REPORTS** – No reports

15. **CITY ATTORNEY REPORT** – No report

16. **CITY MANAGER REPORT** – No report

17. **DEPUTY CITY MANAGER REPORT** – No report

18. **CITY CLERK REPORT** – No report

19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None

20. **ADJOURNMENT** – 6:30 p.m.

ATTEST:

LaTonya Harris
Deputy City Clerk

CITY OF WINTER HAVEN, FLORIDA

Bradley T. Dantzler
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, October 23, 2023, 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/link/review?uri=urn%3Aaaid%3Ascds%3AUS%3Aba6ac4ec-1777-40dc-86e4-7fcf6cd98fa6
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Police Chief David Brannan; 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; and Chief Financial Officer Colleen "C.J." Scott.

3. **INVOCATION** – Pastor Clifton Dollison, First Missionary Baptist Church

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

5. **PRESENTATION(S)**

A. 2023 Mayor John Land Years of Service Recognition for Mayor Pro Tem Nathaniel Birdsong, Jr. – Eryn Russell, Florida League of Cities

Mayor Dantzler commented that Mayor Pro Tem Birdsong had sent the bar very high for all the Commissioners with his years of service, ethics, and sense of humor and that it was a joy serving with him during his entire career.

Eryn Russell, Membership Program Specialist at the Florida League of Cities in Tallahassee, gave background on the FLC saying that they served as a united voice for Florida's 411 cities, towns and villages since 1922 and their goal was to meet the needs of municipalities by providing local elected officials and staff with advocacy education resources and other services. She added that their mission was to always stand up for the rights of government closest to the people, including governments like the City of Winter Haven, and thanked the City for being an active and dedicated member of the FLC.

Ms. Russell presented Mayor Pro Tem Birdsong with the *John Land Years of Service Award* in recognition of his 20 years of service to the City. She explained that this award was named after Mayor John Land of the City of Apopka who served them for 60 years and that the award was for extensive and dedicated years of service. She expressed to Mayor Pro Tem Birdsong that as a local elected official, he had touched countless lives in the community through his 20 years of service and thanked him for his unwavering dedication. Lastly, she presented him with a framed Resolution, which she read aloud.

DRAFT

B. "World Polio Day" Proclamation – Walter Page, President, Rotary Club of Winter Haven and Rotary Club Members

City Manager Stavres read aloud a proclamation declaring October 24, 2023 as "World Polio Day" in the City of Winter Haven to Mr. Page and other members of the Rotary Club of Winter Haven who were present.

C. "Greater Works Ministries Celebrating 20 Years: The Legacy Continues" Proclamation – Dr. Joe Nathan Halman, Bishop and Debra Saggers Halman, Pastor, Greater Works Ministries of Winter Haven"

City Manager Stavres read aloud a proclamation extending best wishes to Greater Works Ministries to Dr. Halman and Pastor Halman.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. September 6, 2023, City Commission Agenda Review Session Minutes

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

Mayor Dantzler 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 4:0.

8. COMMENTS FROM THE AUDIENCE - None

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

A. O-23-52 - Administrative request to amend Section 21-96(d) of the Winter Haven Code of Ordinances for the purpose of addressing hours for sale or service of alcoholic beverages

City Attorney Murphy read Ordinance O-23-52 by title only and City Manager Stavres presented.

Motion by Commissioner Yates to approve Ordinance O-23-52 on second reading – public hearing.

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

Motion carried 4:0.

B. O-23-57 - Request by Enright Real Property Company, LLC to establish the Peace Creek Village Community Development District

City Attorney Murphy read Ordinance O-23-57 by title only and City Manager Stavres presented.

City Attorney Murphy noted for the record that there was pre-filed testimony attached to this item and part of the agenda.

Motion by Commissioner Yates to approve Ordinance O-23-57 on second reading – public hearing.

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

Motion carried 4:0.

10. CONSENT AGENDA

A. RFP-23-43 - Award of Contract for Auditing Services

B. Authorization for Travel & Training: Florida League of Cities (FLC) 2023 Legislative Conference (Birdsong, Mercer, Yates)

C. Award of ITB-23-49, Eagle Lake Potable Water Interconnect Project to B&B Underground Construction, Inc., (West Palm Beach, FL.)

D. Sewer Lift Station #373 replacement pump, Xylem Water Solutions USA, Inc.

E. Turf Tank Pro Robotic Athletic Field Line Painter

F. Recommendation of award to Whitehead Construction for RFQ-23-41 S. Lake Howard Nature Park Expansion

G. Purchase of Additional Modules of ZenCity Software Subscription (Tel Aviv, Israel)

H. Winter Haven Fire Station No. 4 / Public Safety Facilities Guaranteed Maximum Price (GMP) Amendment associated with the Design-Build Contract with Whitehead Construction, Inc.

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

Mayor Dantzler 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 4:0.

For Item 10H, Assistant City Manager for Public Safety Bird reported there would be a public meeting on Thursday, November 9, 2023 from 5:30 p.m. to 7:00 p.m. at the Winter Haven Recreational and Cultural Center which would be open to the public. It was a drop-in event where renderings of what the building would look like would be available.

11. RESOLUTION(S)

A. R-23-54 - The establishment of sidewalk café application fees as permitted in Section 21-104 of the Winter Haven Code of Ordinances

City Attorney Murphy read Ordinance R-23-54 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Motion by Commissioner Mercer to approve Resolution R-23-54.

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

Motion carried 4:0.

Discussion ensued regarding the possibility of waiving fees, pavers, opening before the Thanksgiving holiday, impact on businesses, possibly doing this on another street, the direction of traffic, and the project being designed for going both ways.

Amended motion by Commissioner Yates to adopt the fee schedule as presented, however, the initial application fee for businesses impacted by the current sidewalk café project would be waived, but not their renewals.

Nathan Lane, of Haven Local Roasters, asked for clarification about fees. Director Labbe explained in detail. Discussion ensued. City Manager Stavres clarified the amended motion.

Amended Motion carried 4:0.

12. ORDINANCE(S) - FIRST READING

A. O-23-39 - Request by Latigo Winter Haven, LLC to amend Planned Unit Development Ordinance O-22-11

City Attorney Murphy read Ordinance O-23-39 by title only and Director Labbe presented.

Mayor Dantzler thanked staff for the redlined version so he could see the changes and hoped [this style] would continue. Discussion ensued.

Mayor Dantzler reported this item would come back for a second reading and public hearing at the November 13, 2023, Regular City Commission Meeting.

13. NEW BUSINESS

A. Authorization to negotiate contract for Public-Private Partnership (P3) for the East Winter Haven Aquifer Recharge and Wetland Restoration Project

City Manager Stavres presented this item as detailed in the fact sheet.

Discussion ensued regarding this type of partnerships being the future and their the importance, the dividends already being felt of this project, less of a burden on the taxpayers, timeframe on negotiations, hopes that this project goes well so it could be "road map" for future projects, Polk County's agenda where they had a similar project with Resource Environmental Solutions, LLC (RES) and are ahead of us, and how good this project was.

Motion by Mayor Pro Tem Birdsong to approve the authorization to negotiate contract for Public-Private Partnership (P3) for the East Winter Haven Aquifer Recharge and Wetland Restoration Project, as presented.

Mayor Dantzler stated anyone wishing to speak to this item could come to the podium and state their name and address for the record.

Ernestine Davis, 3079 Buckeye Point Drive in Winter Haven, expressed that with all of the houses that were going up in Winter Haven, a new playground was needed and that the City needed to do better in providing for children. She also commented that the new apartments in Lakeland looked beautiful and had balconies, while the new apartments in Winter Haven did not so she urged the Commission to discuss what new apartments are going to look like when they [developers] came to present, and hoped that there would be balconies at the new apartments going in on Avenue O. She urged the Commissioners to take a closer look at what was going on in the City.

Motion carried 4:0.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported the following: attended the Feeding the Needy event at First Baptist Church of Lucerne Park Road; attended a virtual Local Housing Partnership of Winter Haven Meeting; attended the Ridge League of Cities (RLC) Dinner Meeting [hosted by the City of Winter Haven] and thanked staff for doing a great job; attended the One Water Summit at the AdventHealth FieldHouse and Conference Center; attended the City's Hispanic Heritage Month Employee Luncheon and said there was great food, great surroundings and thanked the committee that made it memorable; attended a Community Redevelopment Agency (CRA) Florence Villa Advisory Board Meeting where 2 improvement grants were approved and a chair and vice chair was elected; attended the Greater Winter Haven Chamber of Commerce Ultimate Corporate Cup event and judged a contest; attended a Polk Vision Smart Communities Team Meeting online; and attended the *Hands on Haven Trucks, Tech and Tails* event which was a great display for the youth to learn about the City and some of its jobs.

Commissioner Yates reported the following: attended the Polk County School Board (PCSB) ribbon cutting for Scenic Terrace who were hosting Lake Elbert Elementary kids while their school was being rebuilt. The project was phenomenal and one of the first partnerships the PSCB was using which would save tens of millions of dollars through that partnership and thanked them for hosting our elementary school students; attended the Main Street Winter Haven (MSWH) Board Meeting and said they passed their 2023-2024 budget; attended the RLC Dinner Meeting the City hosted and said staff did a great job and it was an awesome event where the City represents itself very well; attended a Ritz Theatre Board Meeting Budget Workshop and said they were formalizing a new set of bylaws and focusing on what their budget needed to look like going forward; attended a Florida Metropolitan Planning Organization Advisory Council (MPOAC) Meeting in Orlando where one of the main presentations was

about the I-4 corridor which would be a huge benefit for the Interstate 4 (I-4) projects from Highway U.S. 27 to the 429 Expressway. Another presentation was regarding Brightline that was now running trains from Orlando to Miami; and attended the *Hands on Haven Trucks, Tech and Tails* event and said it was a great event for the kids. Lastly, he attended the FLC Federal Action Strike Team (FAST) Fly-In held in Washington, D.C. and met with representatives from Congressman Scott Franklin's office where they were able to tie many Winter Haven projects to FLC initiatives; met with Congressman Byron Donalds who gave the City great insight for what Washington, D.C. could look like in the coming months really focusing on the difference between spending the needed money versus wanting to; met with Congresswoman Lois Frankel's Office, Congresswoman Sheila Cherfilus-McCormick, Congressman Brian Mast, Congresswoman Laurel Lee, Senator Rick Scott and Senator Marco Rubio. Topics discussed were the federal preemption of local government of broadband deployment and Bill HR3557 which he explained in more detail and said he sided with the FLC. He also said they discussed PFAS (per- and polyfluoroalkyl substances) and that Congress and the administration were urged to support legislation that addressed the growing concerns about PFAS and soil in the water and providing an exemption to municipalities to treat it and get it better, which he explained in more detail. Other topics were the National Flood Insurance Program (NFIP) where they urged Congressional members to advocate for a long-term NFIP reauthorization package, which he explained in more detail; simplifying local government grants because of more than 190 different processes in applying for a government grant, which he explained further. Lastly, he visited the White House and said it was interesting given the current climate of views. One of the main topics was the American Rescue Plan Act (ARPA) funding project and the positive effect it had for municipalities, which he explained further.

Mayor Pro Tem Birdsong reported the following: AdventHealth was building a 23-bed emergency building on Cypress Gardens Boulevard, which was projected to open and provide service by Spring 2024 instead of Summer, and signed a steel beam during the ribbon cutting; attended a Polk Transportation Planning Organization (TPO) Meeting and said contentious topics were discussed. First, the TPO voted to get a resolution to the Board of County Commissioners to get them to vote to place the proposed sales tax on the ballot, and noted that all five County Commissioners were on the TPO so there was much back and forth discussions. Second, there was a presentation on the SunRail coming to Polk County, which currently ran from Deland to Kissimmee, and the idea was for them to potentially come to Lakeland. There was much dissention regarding cost despite that the discussion was supposed to be a preliminary report to gauge interest only. Also, the 5-year work plan was voted and approved on by the TPO and there had already been major improvements in Polk County such as widening in some sections of I-4 past County Road 557 and questions were raised if the increasing the number of lanes would limit or prohibit high speed rail down the median which was addressed and that there was still right-of-way (ROW) even with the widening. City of Winter Haven projects such as the Lucerne Park Road Improvements and widening from Martin Luther King, Jr. to Avenue Y was still in the work plan. The City currently had 2 representatives [Commission liaisons] on the TPO Board, however, the TPO voted for Winter Haven to now have 3 due to the increased population size. He also attended a Central Florida Regional Planning Council (CFRPC) Meeting in Okeechobee; attended a [Greater Winter Haven Chamber of Commerce] Leadership Winter Haven Luncheon hosted by the City for Class #42 at the AdventHealth FieldHouse and Conference Center and said the presentation done by staff was very good; and commend that the BradCo project that the Commission had discussed had long-reaching potential and viability for the future of Winter Haven. He hoped City Manager Stavres and staff could negotiate it to get the project going.

Mayor Dantzler reported the following: signed the steel beam for the AdventHealth new emergency building; attended a Polk Vison Board of Directors Meeting; the Surgeon General visited the City's Senior Center and thanked Commissioner Mercer for saying some words and covering for him; Theatre Winter Haven (TWH) won the big award at the *[Polk Arts & Culture Hall of Fame]* Gala held at Bonnet Springs Park in Lakeland; attended gymnastics at the AdventHealth FieldHouse over the weekend; attended a ribbon cutting at the Florida Room of Winter Haven, which was a new gift shop with high end items somewhat behind Egg Haven; and recognized a Boy Scout who was in the audience and congratulated him.

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres congratulated Mayor Pro Tem Birdsong for his recognition and said to give 20 years of service to Winter Haven was outstanding and that he was always impressed at his knowledge of TPO, water issues, the history of Winter Haven and more.

He reported that the Ridge League of Cities (RLC) Dinner Meeting was a fantastic event with a great program and gave a special thank you to Assistant to the City Manager A.J. Nicholson who headed the event along with Public Affairs and Communication Director Hill, Senior Planner Heather Reuter, Procurement Manager Bethany Owen, Recreation Supervisor III Celina Jairam, Downtown CRA Project Manager, Angie Hibbard, and Special Events Coordinator Natalie Wilson. He said that the City showed our best to Polk County and beyond and they all went home with a coffee cup with candy corn.

Lastly, he said that PFAS had gotten more momentum in the last 12-14 months for something that had been brewing for decades. He also thanked Commissioner Yates for representing the City well [at the FAST Fly-In] in Washington, D.C.

A. Liaison request for RFP – Swim Team

City Manager Stavres reminded the Commission that the City had been advertising for a new primary use agreement for a swim team operator to deliver competitive swimming at the Rowdy Gaines Olympic Pool. He said this was similar to what the City did with baseball, football, soccer, etc. and that Parks, Recreation and Culture Director Adams and her team would be putting a request for proposals (RFP) together from interested boards or entities that would like to provide competitive swimming out of the Rowdy Gains Olympic Pool and asked for Commission interest to serve as a liaison.

Mayor Dantzler agreed to serve as the liaison.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale commended Public Affairs and Communication Director Hill and the City team for their efforts in hosting the *Hands On Haven* event held this weekend. He said it was great to see the amount of pride the team takes in their work and that it was a cool way to celebrate "City Government Week".

18. CITY CLERK REPORT

City Clerk Castillo reported on the following election related items:

- Election Day was next Tuesday, November 7, 2023
- The *Logic and Accuracy Test* of voting equipment for the Canvassing Board would be held on October 31, 2023, at 2:30 p.m. at the Supervisor of Elections Operations Center in Winter Haven. The advertisement for this meeting, is being prepared by the SOE Office per State Statute 101.5612(2).
- The last day to register to vote was October 10, 2023, however, the last day to request a vote by mail ballot for this election was October 26, 2023
- Registered voters are reminded to update the Polk County Supervisor of Elections Office with name or address changes prior to Election Day
- *Early Walk-In Voting* started today and would continue through November 3, 2023, from 8:30 a.m. until 4:30 p.m. excluding weekends at the:
  - the Polk County Supervisor of Elections headquarters in Bartow,
  - the Polk County Supervisor of Elections Operations Center in Winter Haven,
  - and the Polk County Government Center in Lakeland
- On Election Day, the polls would be open from 7:00 a.m. to 7:00 p.m.
- All of this information, polling locations, and more was available on the City's website and the Polk County Supervisor of Election Information page.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:42 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Bradley T. Dantzler
Mayor

DATE: December 5, 2023

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-24-01:** Request by Rivercard LLC to amend a portion of Planned Unit Development Ordinance O-21-23. **General Location:** 1911 21st Street, NW. The area covered by this request is 3.3± acres.

BACKGROUND

Rivercard, LLC, petitioner, requests the City amend a portion of Planned Unit Development (PUD) Ordinance O-21-23. The property subject to this request is generally located at 1911 21st Street, NW at the northwest corner of the intersection of Havendale Boulevard and 21st Street, NW. The property consists of three (3) commercial buildings totaling 26,000 square feet on 3.3± acres. The western portion of PUD Ordinance O-21-23 will remain and this parcel will be subject to the proposed conditions of PUD Ordinance O-24-01.

Upon development of the commercial portion, the petitioner has noted a need to expand the permitted commercial uses and also address signage requirements. The proposed changes are as follows:

- Permit C-3 uses with the exception of sales, repairs, and/or servicing of automobiles, boats, and/or recreational vehicles; nursery; cemetery; and stand-alone parking lot; and also requiring Special Use Approval for drive-through facilities and banquet halls; and

- Allowing building signage on any elevation of the building.

No other changes are proposed.

As the property is already developed and the maximum development intensity is unchanged by this request, there is no change to public infrastructure demands.

SURROUNDING USES

Surrounding uses include the EverGreen on Lake Idylwild multi-family community to the north and west; single-family residential and a convenience store with gas across 21st Street, NW to the east; and a truck rental business and vacant commercial across Havendale Boulevard to the south.

COMPREHENSIVE PLAN

The subject property is designated as Neighborhood Mixed Use Hub Future Land Use on the 2035 Future Land Use Map. The requested PUD amendments are consistent with the Neighborhood Mixed Use Hub Future Land Use.

NOTIFICATION

All public notification requirements for this request were met.

CONCLUSION

The proposed expansion of permitted uses and amendment to signage requirements is consistent with the existing development pattern along the Havendale Boulevard corridor. The proposed changes are de minimis in nature and will further support the growth of this Neighborhood Mixed Use Hub.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of an existing Planned Unit Development Ordinance, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

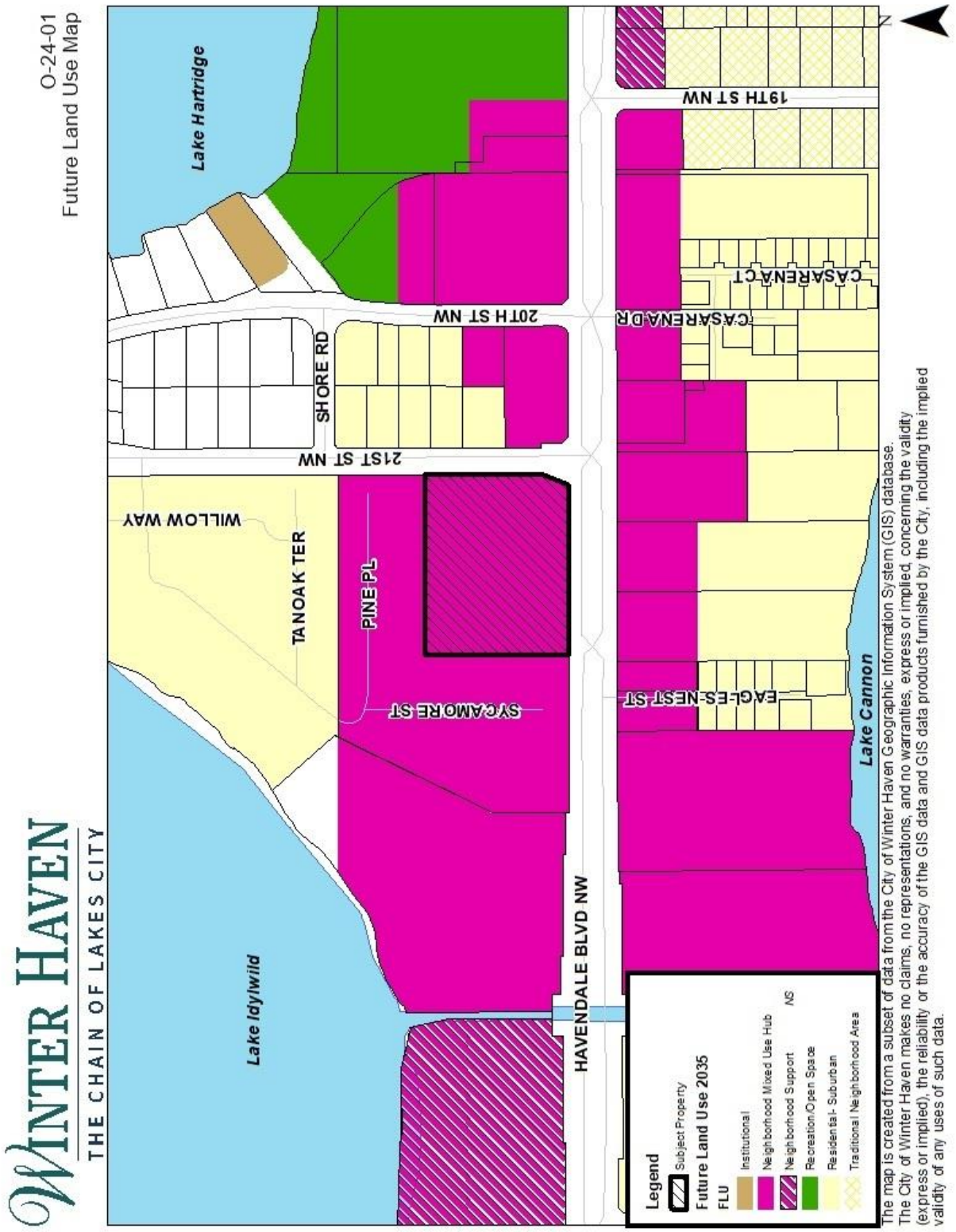
The Planning Commission, at its December 4, 2023 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

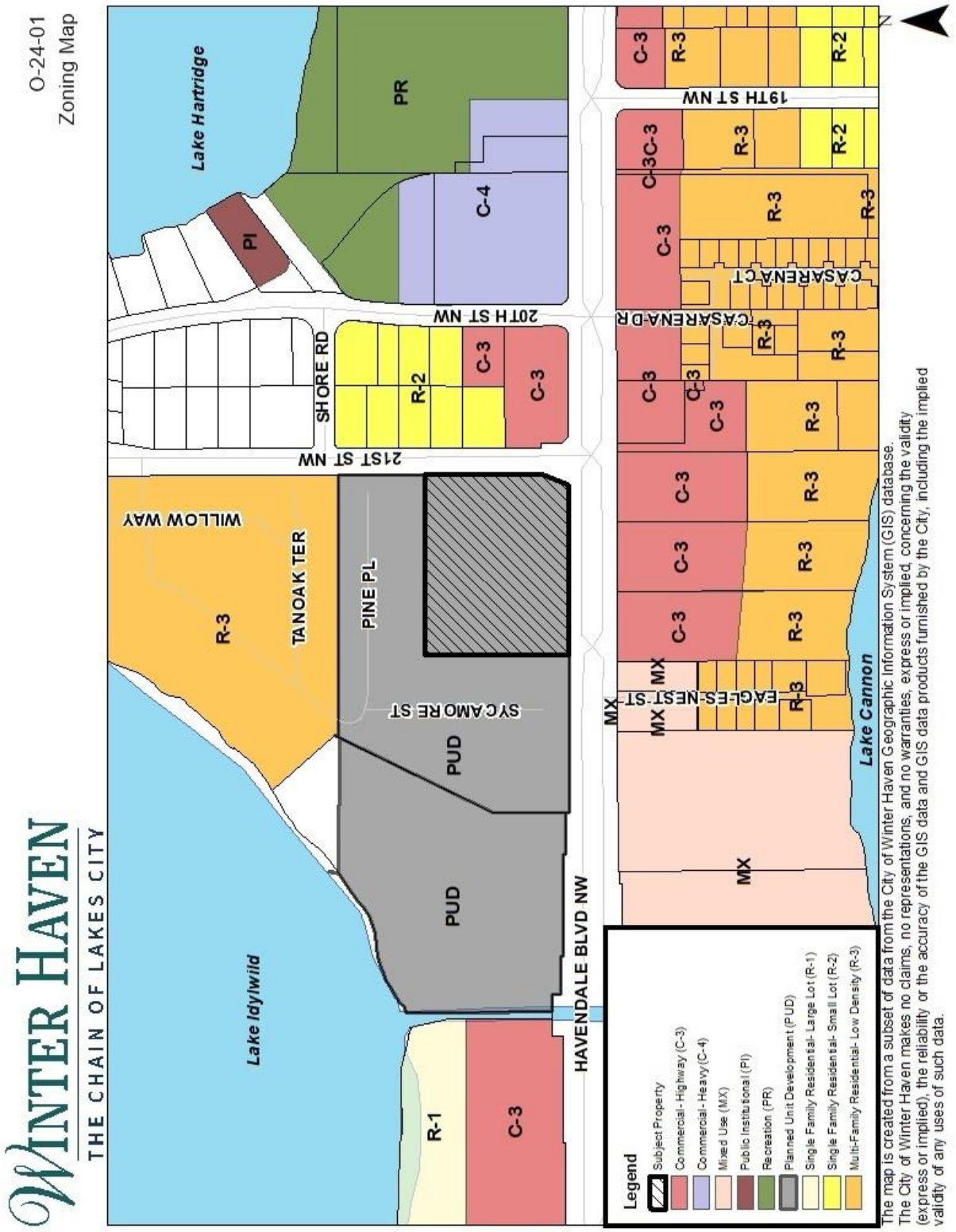
RECOMMENDATION

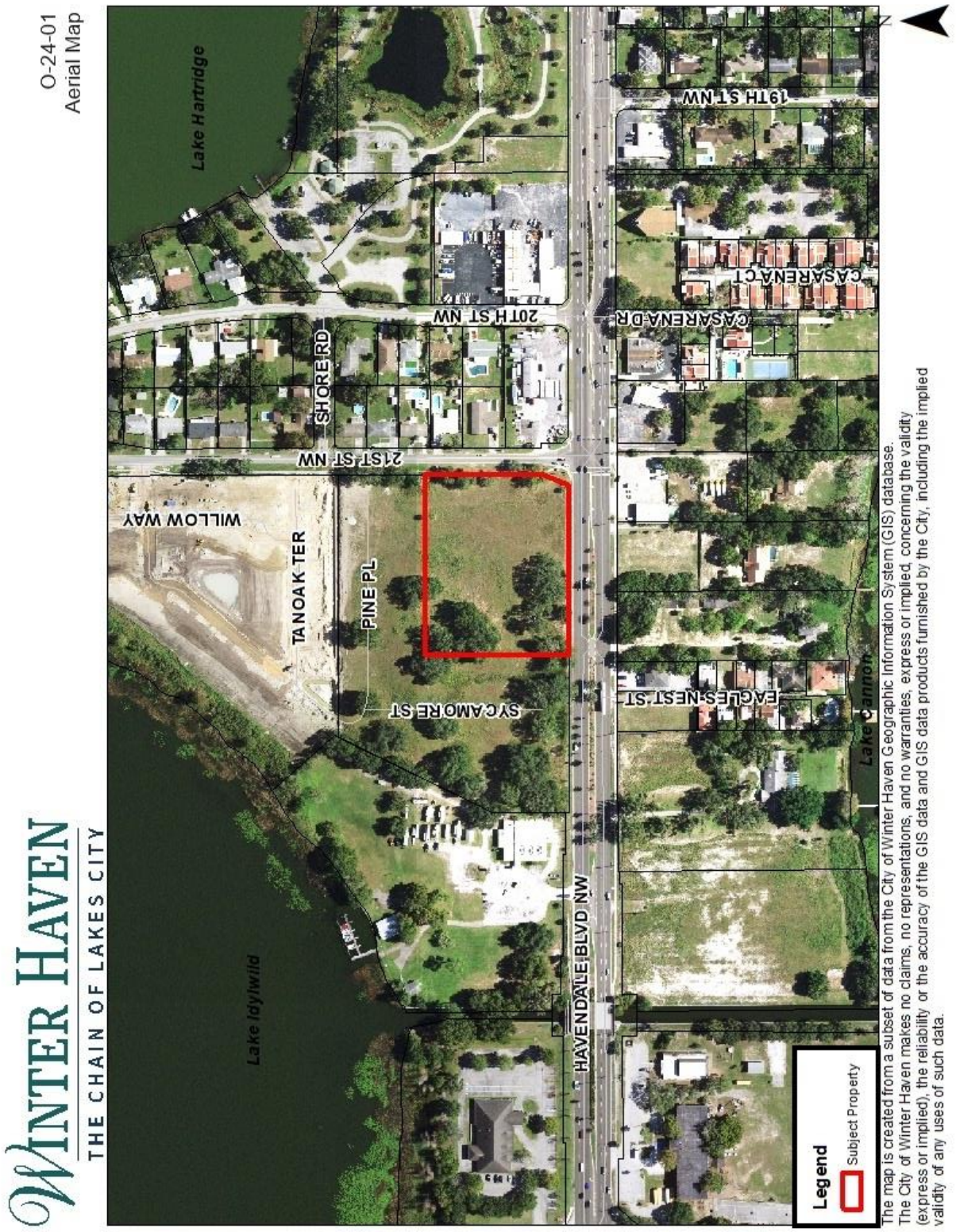
Staff recommends the City Commission approve Ordinance O-24-01.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-24-01


O-24-01
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Lake Hartridge
Lake Idylwild
Lake Cannon
19TH ST NW
20TH ST NW
21ST ST NW
SHORE RD
CASARENA CT
CASARENA DR
WILLOW WAY
TANOAK TER
PINE PL
SYCAMORE ST
EAGLES NEST ST
HAVENDALE BLVD NW
N
Legend
Subject Property
Future Land Use 2035
FLU
Institutional
Neighborhood Mixed Use Hub
Neighborhood Support
NS
Recreation/Open Space
Residential- Suburban
Traditional Neighborhood Area
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-24-01
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Lake Hartridge
Lake Idylwild
Lake Cannon
PR
PI
C-4
C-3
R-2
R-3
R-1
MX
PUD
SHORE RD
20TH ST NW
21ST ST NW
19TH ST NW
WILLOW WAY
TANOAK TER
PINE PL
SYCAMORE ST
CASARENA CT
CASARENA DR
EAGLES NEST ST
HAVENDALE BLVD NW
N
Legend
Subject Property
Commercial - Highway (C-3)
Commercial - Heavy (C-4)
Mixed Use (MX)
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Single Family Residential - Large Lot (R-1)
Single Family Residential - Small Lot (R-2)
Multi-Family Residential - Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-24-01
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Lake Hartridge
Lake Idylwild
Lake Cannon
20TH ST NW
21ST ST NW
SHORE RD
WILLOW WAY
TANOAK TER
PINE PL
SYCAMORE ST
HAVENDALE BLVD NW
19TH ST NW
CASARENA CT
CASARENA DR
EAGLES NEST ST
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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ORDINANCE NO. O-24-01

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING A PORTION OF PLANNED UNIT DEVELOPMENT ORDINANCE O-21-23; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: 1911 21st Street, NW. The area covered by this request is 3.3± acres.)

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

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

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

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend a portion of Planned Unit Development Ordinance O-21-23 on land as further depicted in Exhibit "A" attached hereto and made a part of this Ordinance.

2. The amendment to Planned Unit Development Ordinance O-21-23 shall be subject to the following conditions:

A. Uses shall be limited to any uses permitted in the Commercial- Highway (C-3) zoning district, or its successor zoning district, except the following uses shall be prohibited: sales, repairs, and/or servicing of automobiles, boats, and/or recreational vehicles; nursery; cemetery; and stand-alone parking lot. In addition to uses requiring Special Use Approval in the C-3 zoning district, or its successor zoning district, the following uses shall also require Special Use Approval from the Planning Commission: drive-through facilities and banquet halls.

B. Lot and building requirements shall be as follows:

Lot and Building Requirement			Standard
Lot Area			Minimum 43,500 square feet
Lot Width			Minimum 150 feet
Setbacks	Front (Havendale Boulevard)		Minimum 10 feet; Maximum 125 feet
	Street Side (21st Street, NW)		Minimum 20 feet
		Adjacent Commercial Use	Minimum 5 feet

	Side yard	Adjacent Multi-family Use	Minimum 10 feet
	Rear yard		Minimum 10 feet
Building Height			Maximum 3 floors up to 42 feet above grade
Maximum Commercial Development Intensity			30,000 square feet
Impervious Surface Area			Maximum 80 percent

C. Landscaping.

1. A minimum 5-foot wide buffer shall be installed along Havendale Boulevard and 21st Street, NW. The buffer shall contain, at a minimum, the following plantings:

Planting Type	Minimum Requirement
Overstory Tree	1 per 100 linear feet
Understory Tree	2 per 100 linear feet
Large Shrub	5 per 100 linear feet

Required shrubs may be planted in clusters within the buffer.

2. A minimum 10-foot wide buffer shall be installed between the commercial uses and any adjoining residential use. The buffer shall contain, at a minimum, the following:

Planting Type	Minimum Requirement
Overstory Tree	2 per 100 linear feet
Understory Tree	4 per 100 linear feet
Large Shrub	5 per 100 linear feet
Fence Requirement	6-foot Opaque Fence or Wall

3. Tree canopy coverage of parking and driveway areas in commercial areas.

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

Permitted Tree		Canopy Credit
Common Name	Botanical Name	
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminata	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet
Florida elm	Ulmus americana var. floridana	700 square feet
Winged elm	Ulmas alata	700 square feet
Crape myrtle	Lagerstroemia indica	125 square feet
Tabebuia	Tabebuia chrysotricha Tabebuia heptaphylla	500 square feet

	Tabebuia impetiginosa	
Longleaf pine	Pinus palustris	500 square feet
Slash pine	Pinus elliottii	500 square feet
Sand pine	Pinus clausa	500 square feet
Bald cypress	Taxodium distichum	500 square feet

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

D. Architectural standards.

1. The exterior façades of all enclosed buildings shall consist of either: concrete, stucco, split-face masonry, brick, or vinyl/masonry siding mimicking wood siding. Metal components may be used on a building as accent pieces only.

2. On-site parking for commercial out-parcels shall be limited to the following locations:

   a. Within the rear portion of the parcel behind the building;

   b. To the side of the building, rearward of the front building elevation; and

   c. Three (3) rows of parking spaces located between the front property line and the building.

E. Transportation.

1. The developer shall construct a minimum 5-foot sidewalk along the property's frontage with State Road 544 (Havendale Boulevard).

2. Access to the lands subject this ordinance shall be determined by the results of a traffic study and approval by FDOT and/or Polk County. This shall include any requirements by these agencies for off-site roadway improvements.

3. The site shall be developed as to allow for the possibility of future pedestrian connection to the commercial portion of the development. Vehicular cross-access to the commercial area shall be encouraged, but is optional.

4. The developer shall dedicate any additional right-of-way as required by either FDOT or Polk County at the time the property is developed.

F. Signage.

1. Ground Signs. The development shall be limited to one (1) monument sign structure not exceeding 150 square feet in area and 15 feet in height. Maximum sign copy area shall not exceed 100 square feet. The sign shall be limited to the Havendale Boulevard frontage.

2. Building Signs. Exterior building mounted signage for commercial businesses shall be permitted at a ratio of 1.5 square foot per linear foot of storefront fronting

Havendale Boulevard; however, signage for a single storefront shall not exceed a maximum of 100 square feet.

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

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

G. Development shall be in general accordance with the conceptual layout of the property as further described and/or depicted on Exhibit "B" and attached hereto and made a part of this Ordinance; however, deviation from the conceptual site plan, including changes which may impact specific interior lot configuration, to address safety, design, technical, wetland, or permitting issues identified during formal site plan review may be permitted. The shown layout of any lots and infrastructure is for illustrative purposes.

H. All other code requirements shall be met.

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

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

5. All ordinances in conflict herewith are hereby repealed.

6. 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.

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

INTRODUCED on first reading this 8th day of January, 2024.

PASSED on second reading this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A”

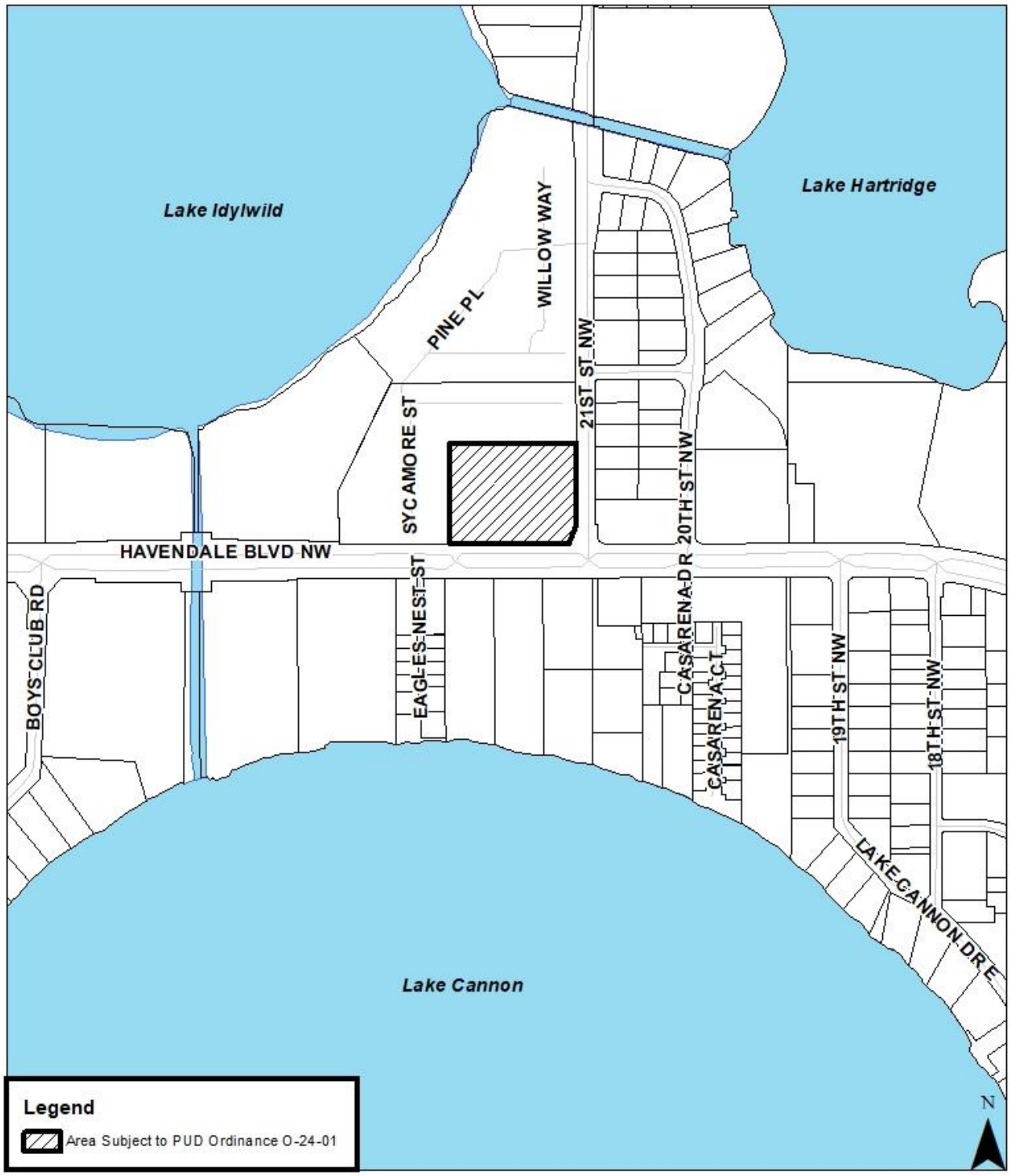
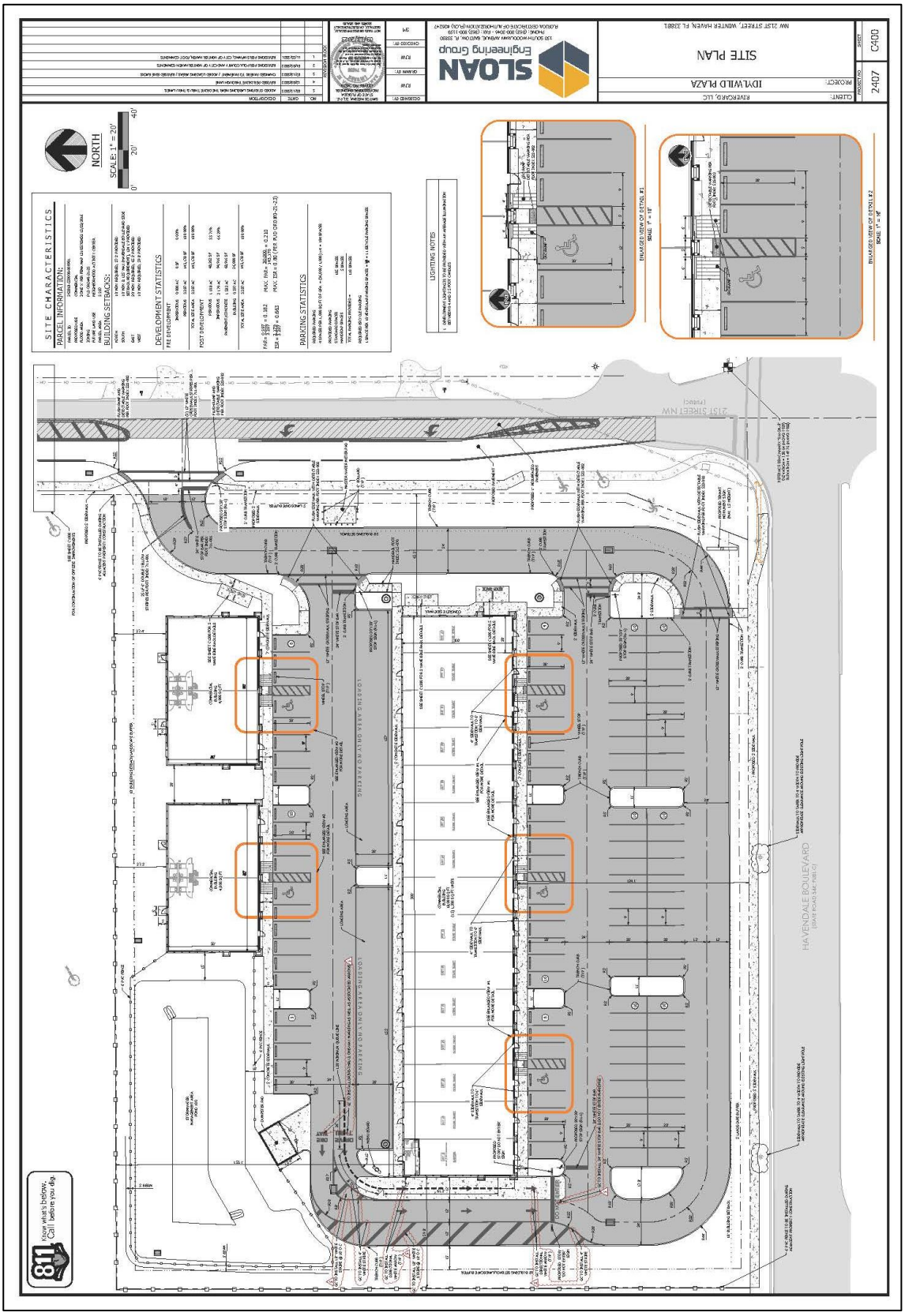

Lake Idylwild
Lake Hartridge
PINE PL
WILLOW WAY
21ST ST NW
SYCAMORE ST
20TH ST NW
HAVENDALE BLVD NW
BOYS CLUB RD
EAGLES NEST ST
CASARENA DR
CASARENA CT
19TH ST NW
18TH ST NW
LAKE CANNON DR E
Lake Cannon
Legend
Area Subject to PUD Ordinance O-24-01
N

Exhibit “B”
Conceptual Plan



DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Ordinance O-24-02: Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2023/2024 through 2027/2028 Transportation Improvement Programs and the Polk County School Board's 2023/2024 through 2027/2028 Facilities Work Program by reference.

BACKGROUND

Florida Statutes require all local governments to adopt a 5-year Schedule of Capital Improvements as part of its Comprehensive Plan. This update includes fiscal years 2023/2024 through 2027/2028, and is derived from the City's 2023/2024 Operating Budget adopted by the City Commission September 25, 2023, and projects for which grants will be sought.

The 5-year Schedule of Capital Improvements consists of items identified in the Capital Improvement Program portion of the City's Operating Budget that implement specific objectives and policies contained in the Comprehensive Plan and those future projects for which grant funding will be pursued. Per Capital Improvements Element Policy 1.1.3, only those projects with a minimum cost of $25,000 and a minimum service life of five (5) years are included.

Total capital spending for the proposed 5-year schedule is approximately $475 million. Funding is provided from a combination of general and enterprise funds, impact fees, grants, bond revenues, loans, State and County revenue sharing, and private contributions.

Policies 1.1.7 and 1.1.8 formally adopt by reference the current FDOT 5-year Work Program, the Polk County 5-year Transportation Work Program, and the 5-year work program adopted by the Polk County School Board. Adopting these work programs is necessary to fully implement the City's concurrency management system.

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

There will be no financial impact as a result of this request; however, identified projects will require funding through the City's annual budgeting process. For those projects for which grant funding is being sought, deferral to later years or identification of another source of funding will be required should grant funding for that project not be awarded.

This is an ordinance pertaining to the amendment of the Comprehensive Plan, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 4, 2023 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-02.

ATTACHMENT

- Ordinance O-24-02

ORDINANCE NO. O-24-02

AN ORDINANCE AMENDING ORDINANCE 23-24 THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY AMENDING THE SCHEDULE OF CAPITAL IMPROVEMENTS PORTION OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF WINTER HAVEN COMPREHENSIVE PLAN; REVISING CAPITAL IMPROVEMENTS ELEMENT POLICIES 1.1.7 AND 1.1.8; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, proposed amendments to the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan, have 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 2035 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 implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan is hereby amended by revising the Schedule of Capital Improvements to include Fiscal Years 2023/2024 through 2027/2028, to read as shown in Exhibit "A" which is attached hereto and made a part hereof.

2. That Capital Improvements Element Policy 1.1.7 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.7: The City shall adopt by reference, the ~~2022/2023~~ <u>2023/2024</u> through ~~2026/2027~~ <u>2027/2028</u> Florida Department of Transportation (FDOT) and Polk County Transportation Improvement Programs (TIP), as approved by the Polk Transportation Planning Organization (TPO), as part of the City's Schedule of Capital Improvements.

3. That Capital Improvements Element Policy 1.1.8 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.8: The City shall adopt by reference, the Polk County School Board's ~~2022/2023~~ <u>2023/2024</u> through ~~2026/2027~~ <u>2027/2028</u> Facilities Work Program, as approved by the Polk County School Board, as part of the City's Schedule of Capital Improvements.

4. 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.

5. All ordinances in conflict herewith are hereby repealed.

6. 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.

7. The effective date of this amendment to the 5-year Schedule of Capital Improvements 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 Economic Opportunity 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 Economic Opportunity, Division of Community Planning and Development, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 8th day of January, 2024.

PASSED on second reading this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Capital Improvements Element

Schedule of Capital Improvements

Fiscal Years 2023/2024 through 2027/2028

Note: Projects contained in Years One through Three as notated in **Red** can be used to meet concurrency requirements.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
TRANSPORTATION										
Multi-modal										
Avenue C, SE (First Street S to 6th Street SE)	$1,065,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Transportation Enhancement Grant- $84,206; Ad Valorem Taxes- $980,794		$165,000 (Design)		$900,000 (Construction)		Proposed improvements will reduce oversized lane widths of a 2-lane collector street into a corridor with an 8-foot sidewalk along the north side of the street, reconstruction of the existing 5-foot sidewalk located along the south side of the street, reducing travel lanes to 11 feet, adding defined on-street parking where space permits, landscaping, and minor drainage improvements.
Avenue D, NW	$2,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$2,000,000 (Design & Construction)	Avenue D, NW is a key east/west collector roadway lying immediately north of downtown. With many pedestrian oriented improvements occurring in the core of downtown along Central Avenue, Avenue D, NW is experiencing increased traffic. The 2015 Winter Haven Downtown Transportation Plan recognizes this and indicated improvements are needed along this corridor.
Avenue K, NE	$2,236,157	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Local Funds- $935,157; FDOT- $1,301,000	$2,236,157					Construction of complete street components along Avenue K, NE from East Lake Silver Drive to East Lake Martha Drive
Eighth Street/Avenue L NW	$1,234,676	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,114,676; Ad Valorem Taxes; Trans Impact Fees		$120,000 (Design)		$1,114,676 (Construction		Design and construct complete street improvements to include sidewalks/multi-use path, intersection improvements, and a lane width reduction for Eighth Street, NW and Avenue L, NW between North Lake Howard Drive and Sixth Street, NW (US Highway 17)
Eighth Street SE	$1,014,377	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $894,377; Ad Valorem Taxes; Trans Impact Fees		$120,000 (Design)		$894,377 (Construction)		Design and construct complete street improvements to include sidewalks/multi-use path and intersection improvements between Cypress Gardens Blvd and Avenue K, SE)
Lake Elbert Trail	$10,916,026	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Construction Fund- $3,618,281; Stormwater Fees- $1,110,031; Transportation- $442,023; Utilities- $5,226,491; Dark Fiber- $222,000	$10,916,026					Construction of a 7,500±-foot multi-use trail along the eastern and western sides of Lake Elbert. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority sidewalk connection.

Exhibit "A"
Page 2 of 12

Ordinance O-24-02
Exhibit "A"

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
East Lake Howard Trail and Trailhead (Avenue B, NW to Lake Howard/Lake May Canal)	$676,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes	$100,000 (Design)	$575,000 (Construction)				Design and construction of a 3,500+ foot multi-use trail and sidewalks along the eastern side of Lake Howard from Avenue B, NW to Lake Howard/Lake May Canal. This trail will provide a connection to neighborhoods in southwest Winter Haven from the Chain of Lakes Trail network. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
South Lake Howard Trail (Lake Howard/Lake May Canal to 18th Street SW & 18th St SW to Avenue G NW)	$1,178,525	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT- Transportation Enhancement Grant- $428,525; Congressional Appropriation- $750,000	$1,178,525 (Const Avenue D SW to 15th St SW)					• Design and construct a 1,900-foot sidewalk along the southeastern shore of Lake Howard from the Lake Howard/Lake May Canal to 15th Street, SW. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail; • (15th Street SW to Avenue C, SW); Design and construct a 3,200-foot multi-use trail along the shore of Lake Howard from 15th Street, SW to Avenue C, SW. The trail will aid in providing a connection between downtown and the Lake Howard Nature Park. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a multi-use trail; • (Avenue C, SW to Avenue G, NW); Corridor analysis for a trail connection along the western side of Lake Howard between Avenue C, SW and Avenue G, NW. The specific route for this trail has not been finalized. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
Sixth Street, SW	$1,142,854	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $793,482; Ad Valorem Taxes- $350,371; Trans Impact Fees	$165,000 (Design)			$977,854 (Construction)		The Sixth Street, SW Complete Street improvements will convert the existing former 4-lane roadway between Avenue C, SW and Avenue G, SW into a corridor with two, 10 to 11-foot travel lanes (existing), a median/center turn lane, landscaping, rain gardens, and an 8-foot sidewalk along the eastern side of the roadway. The project will also provide 5 to 6-foot wide infill sidewalks along Avenue G, SW between Fifth Street, SW and Seventh Street, SW. This project was identified by the 2015 Winter Haven Downtown Transportation Plan.
Motor Pool Road Complete Street	$900,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes	$900,000					The Motorpool project will convert a two lane street into a multi-modal corridor connecting the Chain of Lakes Trail, Highway 17, Ave Y, NE, and Lake Conine Nature Park.
North Lake Shipp Drive Reconstruction (Avenue Q, SW to CSX RR Tracks)	$4,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $150,000; FDOT Grants (To be applied for)	$150,000				$3,850,000	A Major focus of this effort is accommodating safer pedestrian movement. Additional improvements include bicycle facilities, drainage improvements, sidewalks.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Old Helena Road Multi-use Trail	$693,094	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes; FDOT Grant- $593,094		$120,000 (Design)		$593,094 (Construction)		Design and construction of a minimum 8-foot wide, 3,800-foot long multi-use trail along Old Helena Road bewteen Legoland Way and Cypress Gardens Boulevard. This project supports concepts contained in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Roselawn Street SW	$1,650,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be Applied For); Ad Valorem Taxes; Trans Impact Fees			$150,000 (Design)		$1,500,000 (Construction)	Design and construction of complete street improvements to include sidewalks and intersection improvements from 15th Street, SW to Avenue O, SW
Third Street, NW (Avenue D, NW to S Lake Silver Dr)	$1,665,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $766,598; Local Funds- $733,402	$165,000 (Design)	$1,500,000 (Construction)				The 3rd Street NW Complete Street improvements will convert the existing roadway between Avenue D, NW and South Lake Silver Drive into a corridor with two, 10 to 11-foot travel lanes, upgraded parking, landscaping, rain gardens, and a roundabout, and improved pedestrian safety amenities.
West Central Avenue	$1,650,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Local Funds			$150,000 (Design)		$1,500,000 (Construction)	Project will improve pedestrian connections between downtown (Sixth Street, SW) and Lake Howard. Expected improvements include, enhanced sidewalks, improved lighting, on-street parking, and intersection improvements.
Neighborhood Sidewalks	$860,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	General Fund- $560,000; DT CRA- $75,000; FV CRA- $75,000; Transportation Fund- $150,000	$250,000	$250,000	$120,000	$120,000	$120,000	Sidewalk improvement program to address ongoing sidewalk improvements, including construction of infill sidewalks thorughout the City.
Roadways										
Cypress Gardens Blvd Congestion Improvements	$2,600,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $2,400,000; Impact Fees- $200,000	$2,600,000					Project address congestion along the Cypress Gardens Boulevard corridor between First Street and Ninth Street, SE.
Logistics Parkway Extension	$4,050,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Impact Fees- $1,164,832; PRWC- $2,885,168	$2,550,000	$1,500,000				Project will connect Pollard Road to the existing Logistics Parkway. The project will also include a multi-use trail, sidewalk, and lighting.
Roosevelt Drive Extension (Cypress Gardens Blvd to Register Rd)	$1,052,935	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $927,935; Ad Valorem Taxes; Trans Impact Fees	$125,000 (Design)		$927,854 (Construction)			Reconstruction and completion of Roosevelt Drive with sidewalks between Cypress Gardens Blvd and Register Rd. This project was identified in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Transportation and Sidewalk Improvement Program	$10,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	Re-paving and sidewalk projects City-wide.
Signalized Intersection Timing Upgrades	$70,000	Transportation Objective 1.1	LOS D + 10%	Ad Valorem Taxes	$14,000 (3rd St SW & Ave C SW)	$14,000 (First St Timing)	$14,000	$14,000	$14,000	Identified upgrades will aid in traffic flow and improve overall level of service of the roadway network.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Airport										
Airport South Apron	$4,572,188	Transportation Objective 1.11	NA	FAA Grant- $3,878,740; FDOT Grant- $425,467; City- $267,981	$4,572,188 (Construction)					Rehabilitation of the South Apron at Winter Haven Regional Airport (GIF)- The base course will be reworked and graded to meet grading and drainage requirements.
Airport Commerce Park	$1,020,826	Transportation Objective 1.11	NA	City- $510,413; FDOT Funding- $510,413	$1,020,826 (Construction)					Phase I will include the construction of the necessary infrastructure to support the design and construction, including utility connections, roadway and parking system, aircraft apron and connecting taxiway of Phase I in the Northwest Development Area of the airport.
Airport Beacon & Runway 5/23 PAPI	$535,000	Transportation Objective 1.11	NA	FDOT- $428,000; City- $107,000			$535,000 (Construction)			Installation of a new beacon and PAPIs will help ensure continued reliability and increased safety for users of the airport
Airport Master Plan Update	$542,000	Transportation Objective 1.11	NA	FAA- $487,800; FDOT- $27,100; City- $27,100			$317,000	$225,000		Update of the 2016 Airport Master Plan. The FAA and FDOT recommend updating the Master Plan every 7 to 10 years
Digital Remote Air Traffic Control Tower	$1,230,000	Transportation Objective 1.11	NA	FDOT- $1,230,000	$918,000 (Construction)	$312,000 (Construction)				Construction of a new remote air traffic control tower to be operated from a control center located at Bartow Executive Airport.
Emergency Generators	$700,000	Transportation Objective 1.11	NA	FDOT- $560,000; City- $140,000	$700,000 (Construction)					Project will install three generators to power the terminal, fuel farm, and airfield lighting. This project will ensure that the airport is able to operate in times of power outages and be able to accept relief flights and refuel emergency aircraft
T-Hangar Taxi-lane Rehabilitation	$2,371,000	Transportation Objective 1.11	NA	FAA Grant- $135,000; FDOT Grant- $7,500; Ad Valorem Taxes- $7,500				$150,000 (Design)	$2,221,000 (Construction)	Rehabilitate existing taxilanes between t-hangar buildings located in the south quadrant of the airport. The proposed approach includes a mill and overlay of the asphalt
Runway 5 Obstruction Clearing	$1,844,000	Transportation Objective 1.11	NA	FDOT Grant- $1,475,000; City- $368,800		$1,844,000- Design and Construction				This project would remove the obstructions and bring our Runway 5 approach end back into compliance with the FDOT.
Runway 11/29 PAPIs	$225,000	Transportation Objective 1.11	NA	FDOT- $180,000; City- $45,000				$225,000 (Construction)		Addition of these navigational aids will enhance safety at airport
Taxiway E Extension	$2,310,000	Transportation Objective 1.11	NA	FAA- $2,079,000; FDOT- $115,500; City- $115,500		$210,000 (Design)	$2,100,000 (Construction)			Design and construct an extension to Taxiway E from midfield to approach end of Runway 29. The extension will help with development of the eastern quadrant of the airport
TOTAL TRANSPORTATION	**$66,003,658**				**$30,560,722**	**$8,710,000**	**$6,313,935**	**$7,214,001**	**$13,205,000**	

SANITARY SEWER										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Treatment Plants										
Wastewater Treatment Plant 2	$10,700,000	Sanitary Sewer Objectives 1.1 and 1.3; Water Supply Objective 1.1	100.0 gallons /person/ day	Impact fees- $600,000; Operating Revenues- $100,000; Grants- $2,500,000; WIFIA Loan- $4,900,000; Bonds- $2,600,000	$600,000 (Disk Filter)	$100,000 (Design)	$3,000,000 (Construction)	$7,000,000 (Construction)		Wastewater Treatment Plant 2 is reaching the end of its useful life expectancy. This project will design and construct upgrades to the plant.
Wastewater Treatment Plant 3	$164,000,000	Sanitary Sewer Objectives 1.1 and 1.3; Water Supply Objective 1.1	100.0 gallons /person/ day	WIFIA Loan- $74,235,000; Grant- $40,375,000; Impact Fees- $2,400,000; Operating Revenues- $600,000; SRF Loan- $20,000,000; Bonds- $26,390,000	$1,600,000	$32,400,000	$80,000,000	$50,000,000		Wastewater Treatment Plant 3 is nearing its permitted capacity. Projects will desgn and construct improvements to allow the plant's cpacity to be increased to 12.0 MGD, make process aeration improvements, addition of a fourth sand filter, and installation of clarifer covers.
Line Extensions/Upgrades										
Harmony Master Lift Station	$7,000,000	Sanitary Sewer Objective 1.1	100.0 gallons /person/ day	SRF Loan	$6,000,000	$1,000,000				Construction of the Harmony Master Lift Station for the transmission of effluent on the new master forcemain for the Eloise/Harmony area.
WWTP 2 Master Lift-station	$18,450,000	Sanitary Sewer Objective 1.1	100.0 gallons /person/ day	Impact Fees- $450,000; WIFIA Loan- $8,820,000; Bonds- $4,680,000; Grants- $4,500,000	$450,000	$10,000,000	$8,000,000			Design and construction of new lift-station to allow wastewater pumping to WWTP 3
North Lake Shipp Drive Gravity and Force-mains	$4,100,000	Sanitary Sewer Objective 1.1	100.0 gallons /person/ day	Operating Revenues- $1,250,000; Grants- $2,850,000	$300,000	$2,300,000	$1,500,000			Design and construction of upgraded gravity lines and force-main along the North Lake Shipp Drive corridor. The upgraded line will increase capacity and improve reliability in the southwest portion of the City.
Septic to Sewer Conversions	$8,000,000	Sanitary Sewer Objective 1.3	100.0 gallons /person/ day	Impact Fees- $3,725,000; Grants- $4,275,000	$1,500,000	$2,000,000	$1,500,000	$1,500,000	$1,500,000	Design,permit, and construction of wastewater infrastructure to properties presently utilizing septic systems for wastewater disposal. This project will reduce nutrient loading to nearby waterbodies.
Seventh Street SW/South Lake Shipp Drive	$5,000,000	Sanitary Sewer Objective 1.1	100.0 gallons /person/ day	Impact Fees- $4,500,000; Operating Revenues- $500,000			$1,000,000	$2,000,000	$2,000,000	Design and construction of wastewater infrastructure along Seventh Street, SW and South Lake Shipp Drive to provide service to unserved adjacent properties.
US Highway 92 Sewer Lines	$200,000	Sanitary Sewer Objective 1.1	100.0 gallons /person/ day	Operating Revenues	$200,000					Design and construction of gravity lines and force-mains along US Highway 92 between Jersey Rd and US Highway 17 in support of FDOT improvements along this roadway.
TOTAL SANITARY SEWER	**$217,450,000**				**$10,650,000**	**$47,800,000**	**$95,000,000**	**$60,500,000**	**$3,500,000**	

Exhibit “A”
Page 6 of 12

Ordinance O-24-02
Exhibit "A"

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
RECLAIMED WATER										
Reuse Water Main Extensions and Connections	$4,000,000	Water Supply Objective 1.3; Objective 2.1; Potable Water Objective 1.4; Conservation Objective 1.2	NA	Grants- $2,760,000; Impact Fees- $1,240,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000		This project will provide a looped reuse system around the City for the purpose of supplying reuse water for irrigation, aquifer recharge, and wetland restoration.
ASR Wellfield	$4,000,000	Water Supply Objective 1.3; Objective 2.1; Potable Water Objective 1.4; Aquifer Recharge Objective 2.3	NA	Grants- $1,882,219; Impact Fees- $2,117,781	$1,000,000	$3,000,000				Construction of aquifer Storage and Recovery (ASR) wells for the recharge, storage and recovery of reclaimed water, stormwater, and fresh water for future use.
Direct Potable Reuse	$5,800,000	Water Supply Objective 1.3; Objective 2.1; Potable Water Objective 1.4	NA	WIFIA Loan- $2,695,000; Grants- $2,950,000; Operating Revenues- $155,000	$100,000	$200,000	$1,000,000	$3,000,000	$1,500,000	Design and construction of the facilities to implement direct potable water reuse.
One Water Demonstration Project	$300,000	Water Supply Objective 1.3; Objective 2.1; Potable Water Objective 1.4; Aquifer Recharge Objective 2.3	NA	Operating Revenues		$300,000				Design and construction of a One Water reuse water recharge project.
Rapid Infiltration Basin	$3,100,000	Conservation Objective 1.2; Objective 2.3; Drainage & Aquifer Recharge Objective 2.3	NA	WIFIA Loan- $1,470,000; Grants- $990,000; Impact Fees- $640,000	$100,000	$1,000,000	$1,000,000	$1,000,000		Design and construction of a Rapid Infiltration Basin to provide recharge to the aquifer, lakes and wetlands.
CR 653 Reuse Main	$1,320,000	Conservation Objective 1.2; Objective 2.3; Drainage & Aquifer Recharge Objective 2.3	NA		$1,320,000					Design and construction of a reuse main along the CR 653 corridor to further the buildout of a looped reclaim distribution system.
TOTAL RECLAIMED WATER	**$19,120,000**				**$3,520,000**	**$6,100,000**	**$3,000,000**	**$5,000,000**	**$1,500,000**	

POTABLE WATER										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Treatment Plants & Storage										
Cypresswood Water Treatment Plant	$7,300,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	350 gallons/ unit/day	SRF Loan	$2,000,000	$2,500,000	$2,800,000			Improvements will provide a new water treatment facility on the easterly portion of the Winter Haven service area.
Fairfax Water Treatment Plant	$6,800,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	350 gallons/ unit/day	SRF Loan- $4,000,000; Impact Fees- $1,450,000; Operating Revenues- $1,350,000	$350,000	$2,450,000	$2,000,000	$2,000,000		Improvements will replace HSP # 4, antenna replacement, control building upgrades, and upgrade ground storage tank
Garden Grove Pump Station	$400,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	350 gallons/ unit/day	Impact Fees		$100,000	$300,000			Existing Garden Grove Water Treatment Plant will be de-commissioned and converted to a pumping station.
Inwood Water Treatment Plant	$5,050,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	350 gallons/ unit/day	SRF Loan- $3,000,000; Impact Fees- $1,050,000; Operating Revenues- $1,000,000	$625,000	$1,425,000	$3,000,000			Plant upgrades including service pump repacements, motor control room, and electrical upgrades. This also includes replacement of HSP # 1 which increases from 300 gpm to 1,500 gpm
Pollard Road Water Treatment Plant	$11,500,000	Potable Water Objective 1.1, Objective 1.3; Water Supply Objective 1.1	350 gallons/ unit/day	SRF Loan	$4,000,000	$4,000,000	$3,500,000			Design and construction of a new water treatment plant to serve the southern portion of the Winter Haven Water Service area and in support of the ILC.
Line Extensions/Upgrades										
Auburndale/Polk Water Interconnect	$1,750,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Inter-local Agreeement PRWC		$1,750,000				Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Auburndale Interconnect	$850,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Operating Revenues- $225,000; Interlocal Agreements- $625,000		$550,000	$300,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Dundee Interconnect	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees- $300,000; Inter-local Agreement- $300,000	$600,000					Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Eagle Lake Interconnect	$400,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees	$300,000	$100,000				Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Haines City Interconnect	$3,000,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees- $1,500,000; Interlocal Agreement- $1,500,000	$200,000	$2,800,000				Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Lake Alfred Interconnect	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees- $300,000; Inter-local Agreement- $300,000		$300,000	$300,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Cypresswood Blvd Water Main	$8,400,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees- $5,250,000; Operating Revenues- $2,250,000; Grants- $900,000	$125,000	$2,275,000	$3,250,000	$2,750,000		Design and construction of a new water main to support new Cypresswood Water Treatment Plant
Old Bartow/Lake Wales Rd Water Main	$3,500,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Impact Fees - $1,500,000; Operating Revenues- $500,000; Developer Contributions- $1,500,000	$250,000	$250,000	$1,000,000	$2,000,000		Design and construction to loop water from Logistics Parkway to CR 653 for water quality and emergency services.
Sixth Street SW Water Main	$150,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Operating Revenues	$150,000					Design and construction of distribution mains along Sixth Street, SW between US Highway 17 and Avenue G, SW to accommodate roadway construction.
SR 544 (Havendale Blvd/ Martin Luther King Blvd) Water Main	$1,865,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Operating Revenues	$445,000	$1,420,000				Design and construction of distribution mains along SR 544 between First Street North and 42nd Street NW in multiple phases to accommodate roadway construction.
SR 544 (Lucerne Park Rd) Water Main	$1,500,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Operating Revenues	$200,000	$1,300,000				Design and construction of distribution mains along SR 544 between Martin Luther King Blvd and US Highway 27 in multiple phases to accommodate roadway construction.
Water Main Transmission Projects	$7,000,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	350 gallons/ unit/day	Operating Revenues		$3,000,000	$1,000,000	$1,500,000	$1,500,000	Design and construction of water mains in new areas of growth, existing communities, and system looping.
Water Supply Projects										
One Water Peace Creek Projects- Bradco Farms Property	$28,500,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	WIFIA Loan- $13,475,000; Impact Fees- $1,000,000; Bonds- $5,865000; Grants- $8,160,000	$250,000	$9,750,000	$14,500,000	$2,000,000	$2,000,000	The Bradco Property project will consist of a wetland recharge area, and ASR well, recreational trail amenities, and a site for Utilities administration facility.
Automated Meter Infrastructure	$800,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Impact fees	$300,000	$200,000	$100,000	$100,000	$100,000	Automated Meter Infrastructure will automate the City's water meter data collection. Automated meters will allow customers to view in real time water consumption, with the goal of improving conservation.
TOTAL POTABLE WATER	**$89,965,000**				**$9,795,000**	**$34,170,000**	**$32,050,000**	**$10,350,000**	**$3,600,000**	

SOLID WASTE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Fleet Expansion	$4,725,000	Solid Waste Policy 1.1.2	4.5 Pounds/ person/day	Solid Waste Fund	$1,700,000	$1,700,000	$575,000	$375,000	$375,000	Fleet needs to expand with a new collection route (one refuse and one recycling vehicle) for every 750 homes. Additionally over the 5-year period 4 junk and brush vehicles will need to be added. Investments in additional equipment need to be made prior to homes being built as this service is expected the first week residents move in.
TOTAL SOLID WASTE	$4,725,000				$1,700,000	$1,700,000	$575,000	$375,000	$375,000	
DRAINAGE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Rain Garden Watershed Improvement	$660,000	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Stormwater Fees- $540,000; SWFWMD Grant- $120,000	$620,000 (Construction)	$40,000 (Design)				Siting, design, and construction of swales, rain gardens, and percolation ponds throughout the City to treat stormwater and aid in aquifer recharge.
Lake Howard Watershed Enhancement	$1,460,000	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3; Recreation Objective 3.1, Objective 3.2	NA	Stormwater Fees- $610,000; Local Funds- $200,000; FRDAP- $200,000; Heartland Headwaters- $450,000	$1,460,000					Design and construction for the expansion of the Lake Howard Nature Park.
Stormwater Asseeement & Improvement Projects	$12,569,262	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Stormwater Fees- $6,284,631; Grants- $6,284,631			$6,450,378 (Ware Ave NE Area & Ave C, SE Area)	$3,482,852 (Ave K, SE Area)	$2,636,032 (South Lake Howard Drive Area)	Series of projects to improve drainage in priority areas of the City where flooding and pollutant loading can be addressed simultaneously. The six priority areas are: Ware Avenue NE; Mirror Terrace, NW; Avenue C, SE; Avenue K, SE; High Point Avenue; and South Lake Howard Drive.
TOTAL DRAINAGE	$14,689,262				$2,080,000	$40,000	$6,450,378	$3,482,852	$2,636,032	
CONSERVATION										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Nature Center	$2,300,000	Conservation Objective 1.1, Objective 1.2; Potable Water Objectives 1.1 and 1.3; Water Supply Objective 1.1	NA	Grants- $40,000; WIFIA Loan- $1,107,400; Bonds- $1,152,600		$2,300,000				Design and construction of a nature center.
TOTAL CONSERVATION	$2,300,000					$2,300,000				

Ordinance O-24-02
Page 11 of 14

Exhibit "A"
Page 9 of 12

RECREATION										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Chain of Lakes Park	$17,820,200	Recreation Objective 1.1, Objective 2.1	Ballfields 1/5000	Bond Proceeds- $5,000,000; TDC Contribution- $5,000,000; Construction Fund- $7,820,200	$17,820,200 (Construction)					Renovation of 5 ballfields including drainage, fencing, lighting, spectator amenities, and support facilities.
Diamondplex	$2,152,447	Recreation Objective 1.1, Objective 2.1	Ballfields 1/5000	Ad Valorem Taxes		$1,000,000	$1,152,447			The facility was orginally constructed in 1998, and requires upgrades and replacements to the field and installation of energy efficient LED field lighting.
Garden Center	$264,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes	$264,000 (Construction)					Capital Renovations to recently acquired City facility.
Lake Maude Recreation Complex/Park	$3,286,190	Recreation Objective 1.1, Objective 1.6	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Bond Proceeds- $1,800,000; Impact Fees- $1,209,075; Florence Villa CRA- $150,000; Dark Fiber- $58,240; Utilities- $27,240; Public Works- $33,600; Construction Fund- $8,035	$3,286,190 (Construction)					Design and construction of new multi-purpose athletic fields, parking, and playground upgrade.
Lions Park	$2,200,000	Recreation Objective 1.1, Objective 2.1	Playground- 1/5,000; Picnic shelter- 1/5,000	Ad Valorem Taxes- $2,000,000; Parks & Recreation Fees- $200,000		$200,000 (Park Renovation Design)	$2,000,000 (Park Renovation Construction)			The City purchased the Lions Park property on the southern shore of Lake May in 2007. Evaluation of the park property has found that the park is out of date and needs renovation to include: parking, picnic areas, playground, bridges, and walkways.
Martin Luther King Park/ Skate Park	$200,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Parks and Recreation Impact Fees		$200,000				It is anticipated that within two to four years of operation, the skate park will need upgrades for obstacles and infrastructure due to use. These funds will help ensure the continued safety and enjoyment of the facility
"Rowdy" Gaines Olympic Pool	$2,400,000	Recreation Objective 1.1, Objective 2.1	Swimming Pool- 1/25,000	Ad Valorem Taxes	$2,000,000	$300,000	$100,000			General renovation and upgrades to the pool and pool deck along with the installation of additional shade sails.
Rotary Park	$195,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes	$75,000	$40,000	$80,000			Construction of park improvements including: horshoe courts in FY 2024, building renovations in FY 2025, and skate park and site repurpose in FY 2026.
Sertoma Park Redesign	$2,000,069	Recreation Objective 1.1, Objective 2.1	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Ad Valorem Taxes				$1,335,069	$665,000	Renovation of facility to including parking improvements, football field, concession facilities, lighting, and spectator amenities.
Winter Haven Recreational and Cultural Center	$18,697,680	Recreation Objective 1.1, Objective 2.1	Basketball- 1/5,000; Swimming Pool- 1/25,000; Playground 1/5,000	Ad Valorem Taxes- $200,000; Construction Fund- $18,497,680	$18,497,680 (Complete redevelopment)	$50,000 (Library Technology)	$50,000 (Library Technology);	$50,000 (Library Technology)	$50,000 (Library Technology)	Complete renovation including branch library, technology area, ADA upgrades, updated mechanical systems, building security, building flow, and community accessibility.

Ordinance O-24-02
Page 12 of 14

Exhibit "A"
Page 10 of 12

Exhibit “A”
Page 11 of 12

Ordinance O-24-02
Exhibit "A"

Page 11 of 12

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Winter Haven Senior Adult Center	$193,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents: Playground 1/5,000	Parks and Recreation Fees	$13,000 (Construction)	$15,000 (Construction)	$15,000 (Construction)	$150,000 (Construction)		General upgrades to facility and adjoining shuffleboard courts.
Women's Club Building/ Heritage Park	$400,000	Recreation Objective 1.1, Objective 2.1	NA	Ad Valorem Taxes- $250,000; Grant- $100,000; Donation- $50,000	$50,000	$350,000				General improvements to preserve a historic facility constructed in 1923, including parking lot improvements, climate control, weatherproofing, and roof repairs.
Park Enhancements Program	$1,980,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents: Playground 1/5,000	Ad Valorem Taxes	$480,000	$500,000	$500,000	$500,000		City-wide upgrades and enhancements to park facilities.
TOTAL RECREATION	$51,788,586				$42,486,070	$2,655,000	$3,897,447	$2,035,069	$715,000	

OTHER PROJECTS IMPLEMENTING POLICIES IN THE COMPREHENSIVE PLAN										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	COMMENTS
Public Safety Complex 4	$4,430,000	Future Land Use Objective 1.4	NA	Bond Proceeds; Construction Funds	$4,430,000					Design and construction of a 11,000 square foot multi-purpose public service building on City-owned property on Fairfax Street, NE. The facility is intended to serve the northeast and will house a new fire engine and personnel to staff three shifts.
Public Safety Complex 5	$4,500,000	Future Land Use Objective 1.4	NA	Bond Proceeds		$4,500,000				Design and construction of a 11,000 square foot multi-purpose public service building on City-owned property on 20th Street, NW. This facility is designed to serve the northwest portion of the City.
TOTAL OTHER	**$8,930,000**				**$4,430,000**	**$4,500,000**	**$0**	**$0**	**$0**	
TOTAL ALL ELEMENTS	**$474,971,506**				**$105,221,792**	**$107,975,000**	**$147,286,760**	**$88,956,922**	**$25,531,032**	

Note: FDOT projects, Polk County transportation projects, and Polk County School Board projects are adopted by reference by Capital Improvements Element Policies 1.1.7 and 1.1.8.

DATE: December 5, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-24-03:** Administrative request to amend Table 21-32(A) of the Winter Haven Code of Ordinances for the purpose of addressing Commercial- Downtown (C-1) zoning district uses.

BACKGROUND

Chapter 21, Article II, Table 21-32(A), Table of Land Uses, which was originally adopted in 2000, establishes the types of uses permitted within the City's 18 zoning districts. Other than a few minor changes, the Commercial- Downtown (C-1) zoning district's uses have not been reviewed and amended since the establishment of the district in 2000.

With the revitalization of the City's downtown core, including a growing number of residential units, a more defined vision for this area has been imagined. This request is an effort to align the C-1 uses with this vision by permitting certain uses which are more accustomed to a walkable downtown, and requiring Special Use for other uses where review by the Planning Commission to consider potential impacts is more appropriate. The following significant changes are proposed:

Use	Current	Proposed
Child Care Facility	Permitted	Special Use
Assisted Living Facility	Permitted	Not Permitted
Funeral Home/Mortuary	Special Use	Not Permitted
Artisan Production, Small Scale	Special Use	Permitted
Personal Storage Units	Not Permitted	Accessory Special Use
Package Stores	Special Use	Permitted

COMPREHENSIVE PLAN

Properties designated as Commercial- Downtown (C-1) zoning district are designated as Primary Mixed Use Hub Future Land Use by the 2035 Future Land Use Map. The Primary Mixed Use Hub Future Land

Use should consist of an area with a rich intensity mixing of uses including retail sales and services, offices, medium to high density residential, and recreation. The Primary Mixed Use Hub serves as a center of commerce and destination for all residents of the City and nearby. This request is consistent with the City's Comprehensive Plan.

NOTIFICATION

All public notification requirements for this request were met.

CONCLUSION

This request is consistent with the long-term goals to grow the social, cultural, and business core of the City; and will further support the vision for a vibrant, walkable downtown.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 4, 2023 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-03.

ATTACHMENT

- Ordinance O-24-03

ORDINANCE NO. O-24-03

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 2, TABLE 21-32(A) OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA BY AMENDING USES IN THE COMMERCIAL- DOWNTOWN (C-1) ZONING DISTRICT; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed amendment to the Winter Haven Land Development Code, 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, finds that it is expedient to revise Chapter 21, Article II, Division 2, Table 21-32(A) Table of Land Uses by amending uses related in the Commercial- Downtown (C-1) zoning district; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 21, Article II, Division 2, Table 21-32(A), of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

3. 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.

4. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of January, 2024.

PASSED on second reading this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A” - Page 1 of 5

New text is underlined and deleted text is ~~stricken through~~

Table 21-32(A)
Table of Land Uses

Category/Use																		
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																		
Single Family Detached and Auxiliary uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Single family, std. construction	P	P	P	P	P	P			P									
Single family, modular home	P	P	P	P	P	P			P									
Single family, manufactured home	P							P										
Agricultural uses with house	P																	
Caretaker's Cottage															P	P	P	
Fruit stand	P	P																
Accessory Residential Unit	P	P	P	P	P	P			P									
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P									
Limited agricultural uses with house	P	P																P
Manufactured home park								P										
Private stable, one horse per acre, limited to two horses	P	P																
RV park								S										
Servants Quarters	P	P	P															
Multiple Family Residential	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Multi-unit Residential Building					P	P	P		P	P		P						
Zero Lot Line House					P	S												
Dormitory						P	P		P							P		
Duplex, twin house					P	P			P									
Garden Apartment, atrium house					P													
Patio house					P	P			P									
Rooming House/Boarding House						S	S											
Townhouse					P	P			P	P								
Group Care Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S									
Special needs facility					S	S	P		P	~~P~~	P	P				P		
Child care facility					S	S	AS		S	~~P~~S	P	P				P		
Adult day care center					S	S	AS		P	~~P~~	P	P				P		
Assisted living facility					S	P	P		P	~~P~~	P	P				P		

Exhibit “A” - Page 2 of 5

Foster care facility					S	S	P		P	~~P~~	P	P				P		
Group home facility					S	S	P		P	~~P~~	P	P				P		
Hospice residential unit					S	S	P		P	~~P~~	P	P				P		
Nursing Home							P		P									
Transitional Housing							S											
Lodging	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 ~~DBD~~**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P				
Hotel/motel							S		S	P		P	P	P				
RV campground								S					P	P				
Offices/Services	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 ~~DBD~~**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Business office						S			P	P	P	P	P	P				
Clubs, community/fraternal									P	P	P	P	P	P				
Crematorium													P	P	P			
Funeral home/mortuary									S	~~S~~	S	P	P	P				
Medical/Health-care/Dental Office							AS		P	P	P	P	P					
Personal Services							AS		P	P	P	P	P	P				
Professional Office						S	S		P	P	P	P	P	P				
Retail Commercial, No Outdoor Storage or Activities	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 ~~DBD~~**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Antique shops									P	P	P	P	P					
Bake shop									P	P	P	P	P	P	P			
Bakery plant													P	P	P			
Convenience store									S	P	P	P	P	P	P			
Convenience store, with gas											P	P	P	P	P			
Dry cleaning drop-off site									P		P	P	P	P				
Gas station												P	P	P	P			
Laundromat—Self Service						A	AS		P		P	P	P	P				
Medical Marijuana Dispensing Facility										S	S	P	P					
Minor repair shop												P	P	P	P			
Pet services, no outdoor activities									S	P	P	P	P					
Pharmacy										S	S	P	P					
Recreation, indoor, commercial											P	P	P					
Restaurant—Conventional Sit-down.									P	P	P	P	P	P				
Cafeterias						A	A		P	P	P	P	P	P				
Delicatessens						A	P		P	P	P	P	P	P				

Exhibit “A” - Page 3 of 5

Restaurant—Short-order; min. seating for 20									S	P	P	P	P	P				
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20										S	S	P	P	P				
Retail sales										P		P	P					
Retail shops							AS		P	P	P	P	P	P				
Repair shop for small appliances									P	P	P	P	P					
Shopping center less than 20,000 s.f.											P	P	P	P				
Shopping center small, 20,000—50,000 s.f.											S	P	P					
Shopping center large, more than 50,000 s.f.												P	P					
Retail Commercial Outdoor Storage and Displays Allowed	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Agricultural roadside stand	P												P	P				
Artisan production, small scale									S	~~SP~~	S	S	P	S				
Artisan production, large scale												S	P	P				
Automotive paint/body shop													P	P	P			
Boat and water craft sales, service and light repair												P	P	P				
Farm equipment sales													P	P				
Major automotive repairs													P	P	P			
Manufactured home sales and/or RV sales													P	P	P			
Marinas						A	A						P	P				
Mobile Food Vending									S	P	S	P	P	P	P	P	P	
Nursery with outdoor displays/storage												P	P	P				
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P				
Pet services: indoor/outdoor												P	P	P				
Private club: indoor/outdoor												P	P	P				
Recreation, outdoor, commercial												P	P	P				
Recreational vehicle sales and accessory servicing												P	P	P				
Recycling center (outdoor)														P	P			
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P				
Retail sales, outdoor activities												P	P	P				
Retail services, outdoor activities												P	P	P				
Vehicle dealership, except RVs												P	P	P				
Vehicle sales, used												P	P	P				
Vehicle repair shop													P	P				
Non-retail or Service Commercial	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard													P	P	P			

Heavy equipment sales/repair													P	P	P			
Personal Storage Units										AS		S	P	P	P			
Mini-warehouse													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			
Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										~~PS~~		P	P	P	P			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										~~SP~~	S	P	P	P	P			
Light Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			
Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			
Citrus processing plant	P														P			
Cold storage and frozen food lockers														P	P			
Communication towers									S	S	S	S	S	S	S	S		

Exhibit “A” - Page 5 of 5

Antennas						A	A		A	S	S	S	S	S	S	S		
Concrete plant															P			
Crate and pallet plant															P			
Dairy	P													P	P			
Dry cleaning plant															P			
Industrial park															P			
Junkyard, general															P			
Junkyard for vehicles															P			
Laundry plant														P	P			
Manufacturing														P	P			
Mining	C														C			
Storage of sand/gravel/blocks														P	P			
Truck/vehicle repair for large vehicles/trucks													P	P	P			
Truck stop													P	P	P			
Public Service Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 ~~DBD~~	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Cemetery	S	S	S	S	S	S						P	P			P	P	
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P	
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P	
Hospital												P	P			P		
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P
Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Vocational/technical school												P	P	P	P	P		
University/college, small scale									S			P	P	P	P	P		
University/college, large scale												P	P	P	P	P		

DATE: December 5, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner
Tanya Ayers, Safe Neighborhoods Director
David Brannan, Police Chief

SUBJECT: **Ordinance O-24-04:** Administrative request amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 5, Section 21-96, and Table 21-32(A) for the purpose of addressing, banquet halls, bottle clubs, and related alcoholic beverage establishments.

BACKGROUND

Chapter 21, , Article II, Division 5, Section 21-96, Alcoholic Beverage Establishments, was adopted in May 2017. This section of Code provides standards and criteria for alcoholic beverage establishments to include small-scale drinking establishments, large-scale drinking establishments, banquet halls, bottle clubs, and package stores. Table 21-32(A), Table of Land Uses, establishes the types of uses, including alcoholic beverage establishments, permitted within the City's 18 zoning districts.

Currently, banquet halls and bottle clubs located more than one hundred fifty (150) feet from property zoned AG, RE, R-1, R-2, or RM zoning districts, or within a shopping center, are permitted by right in the C-1, C-3, C-4, I-1, and I-2 zoning districts. Likewise, banquet halls and bottle clubs located within one hundred fifty (150) feet of property zoned AG, RE, R-1, R-2, or RM zoning districts, and not inside a shopping center, shall be reviewed by the Planning Commission as a special use within the C-1, C-3, C-4, I-1, and I-2 zoning districts.

This request proposes banquet halls and/or bottle clubs, regardless of location, follow the same approval process of large-scale drinking establishments by using the following criteria:

Approval Required	Permitted Zoning Districts	Criteria
Special Use	C-1, C-3, C-4, I-1, I-2	More than 150 feet from AG, RE, R-1, R-2, or RM or within a shopping center
Special Use	C-1, C-3, C-4, I-1, I-2	Within 150 feet from AG, RE, R-1, R-2, or RM, if within a shopping center

Not Permitted	N/A	Within 150 feet from AG, RE, R-1, R-2, or RM, and not within a shopping center

Section 21-531 provides definitions to pertinent terms within Chapter 21 of the Winter Haven Code of Ordinances. Per 21-531, a banquet hall shall mean "an establishment, excluding restaurants and hotels, that provides facilities for wedding receptions, meetings, banquets, celebrations and other similar events as its primary business operation. The use of the establishment is restricted to those groups or individuals who have contracted for the use of the facilities and their invitees. The consumption of food and beverages, including alcoholic beverages are likely to occur at these establishments." Per 21-531, a bottle club shall mean "a commercial establishment, operated for a profit, whether or not a profit is actually made, wherein patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held, bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals, or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation or as defined herein."

The City's Police Department and Safe Neighborhoods Division have noted an increase in businesses operating under the definition of a banquet hall, but creating impacts expected of a large-scale drinking establishment. These proposed amendments to the approval process will help mitigate impacts by allowing the use to be more closely examined for compatibility at a particular location and provide the Planning Commission an opportunity to impose appropriate conditions to lessen impacts of the use.

Any legally established banquet hall presently operating will be allowed to continue operating after the effective date of this proposed change; however, any expansion or cessation of the use would require the pre-existing banquet hall to apply for a special use.

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 4, 2023 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-04.

ATTACHMENT

- Ordinance O-24-04

ORDINANCE NO. O-24-04

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 5, SECTION 21-96 AND CHAPTER 21, ARTICLE II, DIVISION 2, TABLE 21-32(A) OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA FOR THE PURPOSE OF ADDRESSING BANQUET HALLS, BOTTLE CLUBS, AND RELATED ALCOHOLIC BEVERAGE ESTABLISHMENTS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed amendment to the Winter Haven Land Development Code, 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, finds that it is expedient to revise Chapter 21, Article II, Division 5, Section 21-96 and Chapter 21, Article II, Division 2, Table 21-32(A) for the purpose of addressing banquet halls and related alcoholic beverage establishments; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 21, Article II, Division 5, Section 21-96, Alcoholic Beverage Establishments, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as show in Exhibit "A", attached hereto and made a part hereof.

2. That Chapter 21, Article II, Division 2, Table 21-32(A), of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "B", attached hereto and made a part hereof.

3. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

4. 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.

5. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be

changed to “chapter,” “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

6. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of January, 2024.

PASSED on second reading this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit "A"
Page 1 of 9

New text is underlined and deleted text is ~~stricken through~~

(a) *Intent.* It is the intent of this section to regulate alcoholic beverage establishments, as defined in Article IX of the Unified Land Development Code (ULDC), which the City Commission finds have the potential for impacts that may be injurious to surrounding land uses and to the general public if not so regulated.

(b) *Applicability.*

(1) The provisions of this section shall not apply to manufacturers, distributers, or importers of alcoholic beverages as governed by any State of Florida licensing and permitting requirements.

(2) Where conformance to the *required separation from certain uses,* set forth in subsection (e) of this section, would cause unnecessary hardship, the Development Special Magistrate may issue a variance, in accordance with the procedure outlined in section 21-422 of the ULDC, provided however that, in order to issue such a variance, the Development Special Magistrate must find the existence of all of the facts and conditions identified in subsections 21-422(a), 21-422(c), 21-422(d), 21-422(e) and 21-422(f) of the ULDC, and must find that the variance, if granted, will not cause a substantial adverse impact to the certain uses in question.

(3) The provisions of this section, except subsection 21-96(d), shall not apply to restaurants, as defined in Article IX of the ULDC. For the purpose of determining if an establishment meets this definition, the owner of the establishment shall maintain records on the premises which accurately document the gross sales of food and non-alcoholic beverages and the gross sales of alcoholic beverages for each calendar year. Upon request, the owner shall make such records available to the growth management department.

i. Section 21-96(b), (c) and (d) notwithstanding, any use that engages in activities consistent with a bar or nightclub, as defined in Article IX of the ULDC, and is not a legally non-conforming use of the land consistent with section 21-433, shall be considered an alcoholic beverage establishment and subject to the provisions of this section.

(4) The provisions of this section, except subsection 21-96(d), shall not apply when the sales or consumption of alcoholic beverages is accessory to a permitted principal use, conducted indoors, and without direct ingress and egress to a public street. Examples of typical principal uses with accessory alcohol sales or consumption include, but are not limited to: Bowling alleys, restaurants, golf courses, hotels, bed and breakfasts, performance theaters (excluding adult entertainment), civic centers and airports.

i. Section 21-96(b), (c) and (d) notwithstanding, any use that engages in activities consistent with a bar or nightclub, as defined in Article IX of the ULDC, and is not a legally non-conforming use of the land consistent with section 21-433, shall be considered an alcoholic beverage establishment and subject to the provisions of this section.

(5) The provisions of this section, except subsection 21-96(d), shall not apply to special events permitted by the City on property owned by the City.

(6) The provisions of this section, except subsection 21-96(d), shall not apply to legally non-conforming and/or legally established alcoholic beverage establishments existing at the time of the adoption of this ordinance. The forgoing notwithstanding, any legally established alcoholic beverage

establishment, subject to special use approval as established by this section and pursuant to sections 21-411 through 21-418 of the ULDC, as applicable, may apply for approval pursuant to this section.

(7) The provisions of this section, except subsection 21-96(d), shall not apply to the expansion of legally non-conforming and/or legally established alcoholic beverage establishments provided said expansion constitutes ten (10) percent or less of the existing floor or site area.

(8) The provisions of this section shall apply to any legally non-conforming or legally established alcoholic beverage establishment that seeks to modify or obtain a different license under State law for the service or sale of intoxicating liquor. Such a change shall require approval under the provisions of this section.

(c) *Definitions.* The definitions in the state alcoholic beverage code, codified in F.S. ch. 561 are hereby adopted. To the extent of any inconsistencies between the definitions in Chapter 561 and in this ULDC, the definitions in this ULDC shall control.

(d) *Hours for sale or service.* Alcoholic beverages may be sold, consumed, served, or permitted to be served in any place holding a license issued by the division of alcoholic beverages and tobacco and provided such a use is a legally permitted use and/or a legally non-conforming use within the appropriate zoning district(s) within the City during the following hours.

- Monday 7:00 a.m. until 2:00 a.m. Tuesday next.
- Tuesday 7:00 a.m. until 2:00 a.m. Wednesday next.
- Wednesday 7:00 a.m. until 2:00 a.m. Thursday next.
- Thursday 7:00 a.m. until 2:00 a.m. Friday next.
- Friday 7:00 a.m. until 2:00 a.m. Saturday next.
- Saturday 7:00 a.m. until 2:00 a.m. Sunday next.
- Sunday 7:00 a.m. until 2:00 a.m. Monday next for the sale of beer and wine for off premises consumption only otherwise Sunday 12:00 noon until 12:00 midnight Sunday for the sale and service of alcoholic beverages including but not limited to liquor, beer and wine on premises.

In the event that New Year's Eve shall fall on Sunday, the hours for sale of alcoholic beverages for on-the-premises consumption as provided above shall be extended until 2:00 a.m. Monday next.

(e) *Required separation from certain uses.* This provision shall not in any way affect businesses licensed on the effective date of this ordinance.

(1) It shall be unlawful for any person to operate any alcoholic beverage establishment, either in person or by agent, within four-hundred (400) feet of any church or school without first having obtained approval via a variance from the Development Special Magistrate in accordance with the procedure outlined in section 21-422 of the ULDC, provided however that, in order to issue such a variance, the Development Special Magistrate must find the existence of all of the facts and conditions identified in subsections 21-422(a), 21-422(c), 21-422(d), 21-422(e), and 21-422(f) of the ULDC, and must find that the variance, if granted, will not cause substantial adverse impact to

the certain uses in question and meet any other applicable rules, regulations and requirements pertaining thereto.

(2) For the purpose of administering the separation distance, the term "school" used herein means any public, private or parochial school, elementary, middle, junior high, or high school which is accredited or registered with the Florida Department of Education.

(3) This distance shall be measured by following the shortest route of ordinary and legal pedestrian travel along a public thoroughfare, in the case of a church from the main entrance of the alcoholic beverage establishment to the main entrance of the church, and in the case of a school from the main entrance of the alcoholic beverage establishment to the nearest point of the school property.

(f) *Standards for all zoning districts.* All alcoholic beverage establishments shall obtain approval from the City in accordance with the following requirements and procedures:

(1) Small-scale drinking establishment (all distances in this section are measured property line to property line).

i. *Location and approval.*

a. Small-scale drinking establishments located more than one hundred fifty (150) feet from property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts, or within a shopping center, shall be permitted within the C-1, C-3, C-4, I-1 and 1-2 zoning districts.

1. In addition to the requirements for site plans contained in the ULDC, owners and/or agents of small-scale drinking establishments shall submit a written security plan acceptable to the Chief of Police or his designee.

b. Small-scale drinking establishments located within one hundred fifty (150) feet of property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts, and not inside a shopping center, shall be reviewed by the planning commission as a special use within the C-1, C-3, C-4, I-1 and 1-2 zoning districts pursuant to sections 21-411 through 21-418 of the ULDC.

c. In addition to the requirements for a special use contained in the ULDC, the application shall include, at a minimum, the following additional information:

- Name of drinking establishment owner and operator;
- Name of alcoholic beverage license owner;
- Total square footage including patios, courtyards, restrooms, offices, storage and similar areas;
- A written security plan that will be acceptable to the Chief of Police or his designee;
- Identification of any outdoor seating area or space for entertainment;
- Interior floor plan of the proposed building(s), including occupancy loading and use classification, and proposed seating; and

- Other information as determined necessary by the City to evaluate the proposed property usage impacts.

ii. *Minimum design and operation criteria.*

a. Unless otherwise exempt by this code and/or applicable law, a minimum of one (1) off-street parking space per seventy (70) square feet of gross floor area shall be provided either on-site or within three hundred (300) feet as measured by way of ordinary and legal pedestrian travel utilizing sidewalks and marked crosswalks. Parking spaces shall meet the standards contained in Article III of the ULDC.

b. No outside seating or entertainment areas shall be located within one hundred (100) feet of property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts.

c. No outside seating or entertainment areas shall be located within fifty (50) feet of property zoned R-3, R-4 or R-5 zoning districts.

d. Outside seating or entertainment areas located more than fifty (50) feet but less than one hundred (100) feet of property zoned R-3, R-4 or R-5 zoning districts shall be permitted subject to the following:

1. A buffer consisting of a minimum six-foot fence, or wall, with appropriate landscaping as determined on a case by case basis is provided;

2. There shall be no amplified outdoor entertainment.

e. Outside music or entertainment shall be limited to the hours of 12:00 noon until 12:00 a.m.; and shall comply with the City's noise requirements contained in Chapter 12, Article II of this Code of Ordinances.

f. Televisions may be located in outdoor seating areas provided that they are not oriented toward the public rights-of-way.

1. Televisions shall not be considered amplified outdoor entertainment and may be located in approved and/or permitted outdoor seating areas pursuant to this ULDC and/or Code provided the sound volume level is plainly audible for the convenient hearing of voluntary listeners on the premises and not unreasonably loud, raucous, jarring, disturbing, or a nuisance.

(2) Large-scale drinking establishments/nightclubs (all distances in this section are measured property line to property line).

i. *Location and approval.*

a. Large-scale drinking establishments/nightclubs located more than one hundred fifty (150) feet from property zoned AG~~1~~, RE, R-1, R-2, or RM zoning districts, or within a shopping center, shall be reviewed by the planning commission as a special use in the C-1, C-3, C-4, I-1 and I-2 zoning districts pursuant to sections 21-411 through 21-418 of the ULDC.

b. Large-scale drinking establishments/nightclubs shall not be located within one hundred fifty (150) feet of property zoned AG~~1~~, RE, R-1, R-2, or RM zoning districts, unless within

a shopping center, in which case they shall be reviewed by the planning commission as a special use in the C-1, C-3, C-4, I-1 and I-2 zoning districts pursuant to sections 21-411 through 21-418 of the ULDC.

c. In addition to the requirements for a special use contained in the ULDC, the application shall include, at a minimum, the following information:

- Name of drinking establishment owner and operator;
- Name of alcoholic beverage license owner;
- Total square footage including patios, courtyards, restrooms, offices, storage and similar areas;
- Number of employees;
- A written security plan that will be acceptable to the Chief of Police or his designee;
- Identification of any outside seating area or space for entertainment;
- Interior floor plan of the proposed building(s), including occupancy loading and use classification and proposed seating; and
- Other information as determined necessary by the City to evaluate the proposed property usage impacts.

ii. *Minimum design and operation criteria.*

a. Unless otherwise exempt by this code and/or applicable law, a minimum of one (1) off-street parking space per seventy (70) square feet of gross floor area shall be provided either on-site or within three hundred (300) feet as measured by way of ordinary and legal pedestrian travel utilizing sidewalks and marked crosswalks. Parking spaces shall meet the standards contained in Article III of the ULDC; and

b. No outside seating or entertainment areas shall be located within one hundred fifty (150) feet of property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts.

c. No outside seating or entertainment areas shall be located within one hundred (100) feet of property zoned R-3, R-4 or R-5 zoning districts.

d. Outside seating or entertainment areas located more than one hundred (100) feet but less than one hundred fifty (150) from property zoned R-3, R-4 or R-5 zoning districts shall be permitted subject to the following:

1. A buffer consisting of a minimum six-foot fence or wall with appropriate landscaping as determined on a case by case basis is provided;
2. There shall be no amplified outdoor entertainment;

e. Outside music or entertainment shall be limited to the hours of 12:00 noon until 12:00 a.m.; and shall comply with the City's noise requirements contained in Chapter 12, Article II of the Municipal Code of Ordinances.

f. Televisions may be located in outdoor seating areas provided that they are not oriented toward the public rights-of-way.

1. Televisions shall not be considered amplified outdoor entertainment and may be located in approved and/or permitted outdoor seating areas pursuant to this ULDC and/or Code provided the sound volume level is plainly audible for the convenient hearing of voluntary listeners on the premises and not unreasonably loud, raucous, jarring, disturbing, or a nuisance.

(3) Bottle clubs and banquet halls (all distances in this section are measured property line to property line).

i. *Location and approval.*

a. Bottle clubs and banquet halls located more than one hundred fifty (150) feet from property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts, or within a shopping center, shall be ~~permitted~~ reviewed by the planning commission as a special use within the C-1, C-3, C-4, I-1 and I-2 zoning districts pursuant to sections 21-411 through 21-418 of the ULDC.

~~1. In addition to the requirements for site plans contained in the ULDC, owners and/or agents of bottle clubs and banquet halls shall submit a written security plan acceptable to the Chief of Police or his designee.~~

b. Bottle clubs and banquet halls shall not be located within one hundred fifty (150) feet of property zoned AG~~1~~, RE, R-1, R-2 or RM zoning districts, ~~and not inside~~ unless within a shopping center, in which case they shall be reviewed by the planning commission as a special use within the C-1, C-3, C-4, I-1 and I-2 zoning districts pursuant to sections 21-411 through 21-418 of the ULDC.

c. In addition to the requirements for a special use contained in the ULDC, the application shall include, at a minimum, the following information:

- Name of drinking establishment owner and operator;
- Name of alcoholic beverage license owner (if applicable);
- Total square footage including patios, courtyards, restrooms, offices, storage and similar areas;
- Number of employees;
- A written security plan that will be acceptable to the Chief of Police or his designee;
- Identification of any outside seating area or space for entertainment;
- Interior floor plan of the proposed building(s), including occupancy loading and use classification and proposed seating; and
- Other information as determined necessary by the City to evaluate the proposed property usage impacts.

ii. *Minimum design and operation criteria.*

a. Bottle clubs and banquet halls shall adhere to the minimum design and operation criteria, established herein, for either small scale or large scale drinking establishments/nightclubs, based upon their comparable size and intensity.

(4) Package store.

i. *Location and approval.*

a. Package stores shall be permitted within the C-1, C-3, C-4, I-1 and I-2 zoning districts.

b. Package stores located within the ~~C-1 and/or~~ C-2 zoning district~~s~~ shall be reviewed by the planning commission as a special use pursuant to sections 21-411 through 21-418 of the ULDC.

(g) *Security plan.* Where required herein, a written security plan approved by the chief of police, or his designee as part of a special use and/or a site plan submission shall be maintained on-site and available to employees at all times. The chief of police or his designee may rescind the approval of a security plan at any time. Any approved security plan may only be amended with the written approval of the chief of police, or his designee. A security plan shall include, but is not limited to, the following:

- Name and contact information for the owner and manager/proprietor;
- An emergency evacuation plan consisting of a diagram/layout showing at a minimum building exits, parking areas and property boundaries;
- Total allowed maximum occupancy per the Florida Fire Prevention Code and City of Winter Haven Fire Marshal;
- The contact information for insured/bonded security companies/officers;
- Procedures for inspection of identification so as to not allow underage consumption;
- Exit plan for a gradual staged exit prior to, and at closing time, to establish and maintain order inside and outside the premises;
- When security staff is utilized, the location of security staff inside and outside the establishment;
- Number and locations of security cameras;
- Depiction of signage displaying a patron code of conduct or statement of enforcement of the rules of conduct, including a statement to be respectful of neighbors (especially nearby residential) when they leave the establishment;
- Procedures for the following:
  - Rendering aid/calling 911 for injuries or illness;
  - Interacting with and/or removing disorderly patrons;
  - Response to physical and/or verbal altercations;
  - Response to weapons;

- Mitigation of noise off-site;
- Mitigation of loitering in parking areas during or after hours of operations;
- Reporting of drug use;
- Reporting of underage drinking.

(h) *Expiration.* The special use approval for any alcoholic beverage establishment shall expire and be null and void if the following conditions are found:

(1) If a permit for construction or renovation work has not been obtained within one hundred eighty (180) consecutive days from the date of the rendering of an order granting a special use approval; or

(2) If construction or renovation has commenced and is abandoned for more than one hundred eighty (180) consecutive days; or

(3) If the use has not commenced within one hundred eighty (180) consecutive days from the date of the rendering of an order granting a special use approval; or

(4) If the use commenced but has since been abandoned or ceased for one hundred eighty (180) consecutive days.

(i) *Revocation.* The planning commission may revoke a special use approval if the alcoholic beverage establishment violates the provisions and conditions of any applicable special use approval; or if it is determined that the owner of the licensed property, or the operator of the establishment, their agents or employees, have been convicted of, or have allowed, or caused or permitted to exist, one (1) or more of the grounds for revocation. However, the existence of one (1) or more of the grounds for revocation does not require revocation.

(1) *Grounds for revocation:* The activities described herein must be directly traceable to the particular establishment against whom action is being taken and also must be verified by law enforcement or code enforcement officers, depending on the activity.

i. The alcoholic beverage establishment receives notice of five (5) or more City of Winter Haven Code Enforcement cases attributed to the establishment in any twelve-month period as result of the violation of any provisions of the City's Code of Ordinances or condition(s) of approval;

ii. The alcoholic beverage establishment receives notice of five (5) or more reported incidents and/or calls for service to/from law enforcement, attributed to the establishment in a given twelve-month period. Under these circumstances, the City may consider the following factors:

a. Whether the need for law enforcement involvement was the result of the alcoholic beverage establishments failure or inability to maintain proper order and control;

b. Complaints verified by law enforcement, arising from adverse effects of the alcoholic beverage establishments operation upon neighboring properties, including excessive noise, parking, vandalism, or loitering by intoxicated persons; and

c. Failure to establish and implement the approved security plan.

iii. Failure to comply with any of the provisions of the fire prevention code after having received reasonable notice to eliminate or correct any condition existing on the property upon which an alcoholic beverage establishment is being operated;

iv. Failure to comply with any of the provisions of the health and sanitation ordinances of the City or laws of the state after having received reasonable notice to eliminate or correct any condition existing on the property upon which an alcoholic beverage establishment is being operated;

v. Failure to maintain appropriate licensing;

vi. Conviction for knowingly and willfully giving, selling or permitting to be served alcoholic beverages to persons under, or suspected to be under, twenty-one (21) years of age or permitting a person under twenty-one (21) years of age to consume alcoholic beverages on the premises upon which an alcoholic beverage establishment is being operated; or

vii. Documented instances of encouraging, promoting or allowing public nudity and exposure of certain specified body parts as defined by chapter 9, section 9-252 of the Winter Haven Code of Ordinances, by employees, independent contractors, or patrons of the alcoholic beverage establishment.

(2) Any action taken to revoke a special use approval shall be placed on the appropriate planning commission agenda to consider the revocation of a permit.

i. Such agenda item shall be publically advertised in accordance with requirements established by Article VIII, Division 7, of the ULDC, and written notice of the charges against the alcoholic beverage establishment shall be provided to the legal owner in advance of the hearing.

ii. After consideration of the matter and allowing the alcoholic beverage establishment representative to be heard, the planning commission may take no action, add conditions, place on probation, suspend, or revoke the special use approval as deemed appropriate.

iii. The planning commission may require compliance with any reasonable condition(s) determined to be necessary to mitigate or eliminate the adverse effects.

(3) Any alcoholic beverage establishment that has an approval revoked cannot avoid the consequences of the City's action by changing the name or corporate status. Upon a showing to the planning commission that there has been a legitimate change in ownership at the location affected by the City's action, then the planning commission may consider approval of a new application for a special use permit, as provided under this code, subject to applicable conditions, if any, to prevent a recurrence of the harms that caused the prior action.

i. Any alcoholic beverage establishment owner who has had their special use approval revoked, shall not be permitted to apply for a new special use approval for one (1) year from the date the previous special use approval was revoked.

Exhibit “B” - Page 1 of 5

New text is underlined and deleted text is ~~stricken through~~

Table 21-32(A)
Table of Land Uses

Category/Use																		
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																		
Single Family Detached and Auxiliary uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Single family, std. construction	P	P	P	P	P	P			P									
Single family, modular home	P	P	P	P	P	P			P									
Single family, manufactured home	P							P										
Agricultural uses with house	P																	
Caretaker's Cottage															P	P	P	
Fruit stand	P	P																
Accessory Residential Unit	P	P	P	P	P	P			P									
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P									
Limited agricultural uses with house	P	P																P
Manufactured home park								P										
Private stable, one horse per acre, limited to two horses	P	P																
RV park								S										
Servants Quarters	P	P	P															
Multiple Family Residential	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Multi-unit Residential Building					P	P	P		P	P		P						
Zero Lot Line House					P	S												
Dormitory						P	P		P							P		
Duplex, twin house					P	P			P									
Garden Apartment, atrium house					P													
Patio house					P	P			P									
Rooming House/Boarding House						S	S											
Townhouse					P	P			P	P								
Group Care Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S									
Special needs facility					S	S	P		P	P	P	P				P		
Child care facility					S	S	AS		S	P	P	P				P		
Adult day care center					S	S	AS		P	P	P	P				P		
Assisted living facility					S	P	P		P	P	P	P				P		

Exhibit “A” - Page 2 of 5

Foster care facility					S	S	P		P	P	P	P				P		
Group home facility					S	S	P		P	P	P	P				P		
Hospice residential unit					S	S	P		P	P	P	P				P		
Nursing Home							P		P									
Transitional Housing							S											
Lodging	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 DBD**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P				
Hotel/motel							S		S	P		P	P	P				
RV campground								S					P	P				
Offices/Services	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 DBD**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Business office						S			P	P	P	P	P	P				
Clubs, community/fraternal									P	P	P	P	P	P				
Crematorium													P	P	P			
Funeral home/mortuary									S	S	S	P	P	P				
Medical/Health-care/Dental Office							AS		P	P	P	P	P					
Personal Services							AS		P	P	P	P	P	P				
Professional Office						S	S		P	P	P	P	P	P				
Retail Commercial, No Outdoor Storage or Activities	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 DBD**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Antique shops									P	P	P	P	P					
Bake shop									P	P	P	P	P	P	P			
Bakery plant													P	P	P			
Convenience store									S	P	P	P	P	P	P			
Convenience store, with gas											P	P	P	P	P			
Dry cleaning drop-off site									P		P	P	P	P				
Gas station												P	P	P	P			
Laundromat—Self Service						A	AS		P		P	P	P	P				
Medical Marijuana Dispensing Facility										S	S	P	P					
Minor repair shop												P	P	P	P			
Pet services, no outdoor activities									S	P	P	P	P					
Pharmacy										S	S	P	P					
Recreation, indoor, commercial											P	P	P					
Restaurant—Conventional Sit-down.									P	P	P	P	P	P				
Cafeterias						A	A		P	P	P	P	P	P				
Delicatessens						A	P		P	P	P	P	P	P				

Exhibit “A” - Page 3 of 5

Restaurant—Short-order; min. seating for 20									S	P	P	P	P	P				
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20										S	S	P	P	P				
Retail sales										P		P	P					
Retail shops							AS		P	P	P	P	P	P				
Repair shop for small appliances									P	P	P	P	P					
Shopping center less than 20,000 s.f.											P	P	P	P				
Shopping center small, 20,000—50,000 s.f.											S	P	P					
Shopping center large, more than 50,000 s.f.												P	P					
Retail Commercial Outdoor Storage and Displays Allowed	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 DBD**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Agricultural roadside stand	P												P	P				
Artisan production, small scale									S	S	S	S	P	S				
Artisan production, large scale												S	P	P				
Automotive paint/body shop													P	P	P			
Boat and water craft sales, service and light repair												P	P	P				
Farm equipment sales													P	P				
Major automotive repairs													P	P	P			
Manufactured home sales and/or RV sales													P	P	P			
Marinas						A	A						P	P				
Mobile Food Vending									S	P	S	P	P	P	P	P	P	
Nursery with outdoor displays/storage												P	P	P				
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P				
Pet services: indoor/outdoor												P	P	P				
Private club: indoor/outdoor												P	P	P				
Recreation, outdoor, commercial												P	P	P				
Recreational vehicle sales and accessory servicing												P	P	P				
Recycling center (outdoor)														P	P			
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P				
Retail sales, outdoor activities												P	P	P				
Retail services, outdoor activities												P	P	P				
Vehicle dealership, except RVs												P	P	P				
Vehicle sales, used												P	P	P				
Vehicle repair shop													P	P				
Non-retail or Service Commercial	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1 DBD**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**
Contractor storage yard													P	P	P			

Exhibit “A” - Page 4 of 5

Heavy equipment sales/repair													P	P	P			
Personal Storage Units												S	P	P	P			
Mini-warehouse													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			
Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										~~P~~S		~~P~~S	~~P~~S	~~P~~S	~~P~~S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										~~S~~P	S	P	P	P	P			
Light Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			
Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			
Citrus processing plant	P														P			
Cold storage and frozen food lockers														P	P			
Communication towers									S	S	S	S	S	S	S	S		

Exhibit “A” - Page 5 of 5

Antennas						A	A		A	S	S	S	S	S	S	S		
Concrete plant															P			
Crate and pallet plant															P			
Dairy	P													P	P			
Dry cleaning plant															P			
Industrial park															P			
Junkyard, general															P			
Junkyard for vehicles															P			
Laundry plant														P	P			
Manufacturing														P	P			
Mining	C														C			
Storage of sand/gravel/blocks														P	P			
Truck/vehicle repair for large vehicles/trucks													P	P	P			
Truck stop													P	P	P			
Public Service Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Cemetery	S	S	S	S	S	S						P	P			P	P	
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P	
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P	
Hospital												P	P			P		
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P
Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Vocational/technical school												P	P	P	P	P		
University/college, small scale									S			P	P	P	P	P		
University/college, large scale												P	P	P	P	P		

DATE: January 10, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Director of Parks, Recreation & Culture
Jane Martin, City Librarian

SUBJECT: Amendment No. 6 to the Agreement between the City of Winter Haven and Tuttle Corporation d/b/a Richard's Fine Coffees

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BACKGROUND

The City has had an Agreement with the Tuttle Corporation (Richard's Fine Coffees) for use of the Coffee Shop area within the Winter Haven Public Library since July 2003. The most recent amendment of that agreement (Amendment No. 6) was approved December 11 2023. Dave Tuttle, of Tuttle Corporation - the current Assignor, wishes to sell his business to Ms. Koreen Hobbs. The Assignment and Assumption of Agreement as Amended document would transfer the lease to the RHL Corp.

FINANCIAL IMPACT

There is no financial impact to this assignment.

RECOMMENDATION

Staff recommends that the City Commission approve the Assignment and Assumption of Agreement as Amended from Tuttle Corporation, d/b/a Richard's Fine Coffees to RHL Corp, a Florida corporation.

ATTACHMENT

- Signed Assignment and Assumption of Agreement as Amended
- RHL CORP Certificate of Status

ASSIGNMENT AND ASSUMPTION OF AGREEMENT AS AMENDED

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT AS AMENDED (the "Assignment") is made by and among **CITY OF WINTER HAVEN,** a Florida Municipal Corporation ("City"), whose address is 451 Third Street, N.W., Winter Haven, Florida 33881, and **TUTTLE CORPORATION, d/b/a RICHARD'S FINE COFFEES**, a Florida corporation ("Assignor") whose address is 214 North Lake Hartridge Drive, Winter Haven, Florida 33881, and the **RHL CORP, a Florida corporation** ("Assignee") whose address is 330 Avenue A, N.W., Winter Haven, Florida 33881.

WHEREAS, Assignor and City entered into an Agreement dated July 14, 2003; Amendment No. 1 on May 14, 2007; an Amendment No. 2 on June 22, 2009; Amendment No. 3 on February 13, 2012; Amendment No. 4 on July 14, 2014; an Amendment No. 5 on May 28, 2019; and an Amendment No. 6 on December 11, 2023, regarding Assignor providing concession/coffee shop services at the Winter Haven Public Library ("Agreement as Amended"); and

WHEREAS, Assignor desires to assign, transfer, set over and deliver unto Assignee all of Assignor's right, title and interest in, and Assignee desires to assume all duties and obligations of Assignor with respect to the Agreement as Amended; and

WHEREAS, City is willing to consent to the assignment of the Agreement as Amended to Assignee, but only upon the terms and conditions set forth below; and

WHEREAS, it is in the best interests of the citizens and residents of the City and will further the health, safety and welfare of the citizens and residents of the City for Assignee to assume the duties and obligations of Assignor with respect to the Agreement as Amended and for the City to consent and approve of same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Definitions**. The recitals set forth above are expressly included herein as being true and correct, and all capitalized terms used herein shall have the meanings subscribed to them in the Agreement as Amended.

2. **Assignment**. Assignor hereby assigns, transfers, sets over and delivers unto Assignee all of Assignor's right, title and interest in and to the Agreement as Amended, and as of the Effective Date will be released from all obligations and liabilities under the Agreement as Amended other than those provisions that survive such Assignment.

3. Assignor affirmatively represents to the City and Assignee that there are no outstanding obligations and/or liabilities under the Agreement as Amended that have not been adequately addressed and/or disclosed to the City and/or Assignee. Provided further Assignor represents and warrants that it is current and in good standing with the City under all obligations arising under the Agreement as Amended being assigned herein and there are no defaults by Assignor thereunder.

4. **Assumption**. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations under the Agreement as Amended arising from and after the Effective Date of this Assignment. A copy of the Agreement as Amended is attached hereto as Composite Exhibit "A" and incorporated herein by reference. Said Agreement as Amended shall remain in full force and effect and shall govern the relationship between the City and Assignor and Assignee relating to the subject matter of the Agreement as Amended on a going forward basis.

5. **Representations**. Assignor hereby represents to Assignee that it has fully performed all of its duties and obligations under the Agreement as Amended and that neither Assignor and City, to the best of Assignor's and City's knowledge and belief, is in default thereof in any material respect.

6. **Consent to Assignment**. City hereby consents to the Assignment set forth herein.

7. **Binding Effect**. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and permitted assigns, except as otherwise provided herein.

8. **Further Acts**. Any party hereto, upon the request of any other party, agrees to perform further acts, and to execute and deliver such other documents that are reasonably necessary to carry out the provisions of this Assignment.

9. **Amendments**. Any amendment to this Assignment shall not bind any of the parties hereto unless such amendment is in writing and executed by authorized officers of the parties to this Assignment. Any amendment to this Assignment shall be binding upon all parties as soon as it has been executed by all parties.

10. **Counterparts**. This Assignment 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 Assignment; provided, however, that each of the counterparts shall have been executed by the parties hereto.

11. **Waiver**. No waiver of any provision of this Assignment 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 Assignment 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.

12. **Notices**. All notices, requests, consents and other communications required or permitted under this Assignment shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by United States Certified Mail, Return Receipt Requested, with postage fees prepaid, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

THE CITY:
T. Michael Stavres, City Manager
City of Winter Haven, Florida
Physical Address: 451 Third Street, N.W., Winter Haven, FL 33881

WITH COPY TO: (*which **shall not** constitute notice*)
Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

ASSIGNEE:
Assignee's address for notices is specified above on Page 1.

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

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

13. **Effective Date.** The Effective Date of this Assignment shall be the date that the Governing Body of the City authorizes and approves this Assignment.

Assignor:

TUTTLE CORPORATION, d/b/a
RICHARD'S FINE COFFEES,
a Florida corporation

By:_____
Name: David R. Tuttle
Title: President

Dated: 12/28/23

Assignee:

RHL CORP, a Florida corporation

By:_____
Name: Koreen Hobbs
Title: President

Dated: 12/28/23

Acknowledged and consented to by:

CITY OF WINTER HAVEN, FLORIDA

By:_____
Name: T. Michael Stavres
Title: City Manager

Dated:_____

State of Florida
Department of State

I certify from the records of this office that RHL CORP is a corporation organized under the laws of the State of Florida, filed on October 17, 2023, effective October 17, 2023.

The document number of this corporation is P23000073859.

I further certify that said corporation has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of December, 2023



Secretary of State

Tracking Number: 3049468188CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

DATE: January 11, 2024

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 Municipal Insurance Trust (FMIT) – 2024 Trustees Meetings
Location & Dates:	March 21-22 – Amelia Island, FL June 6-7 – Manalapan, FL September 19-20 – Naples, FL December 12-13 – Tampa, FL
Attendee:	Commissioner Brad Dantzler

FINANCIAL IMPACT

All expenses are reimbursed by FMIT. Commissioner Dantzler was appointed to serve as trustee to FMIT in March 2023. In his capacity as trustee, he will use personal funds and be reimbursed by FMIT.

RECOMMENDATION

Staff recommends the City Commission authorize travel as outlined above.

ATTACHMENTS

- FMIT 2024 Trustee Meeting Dates
- Appointment to FMIT Board 2023-2026

TO: **Directors, Florida Municipal Loan Council**
Trustees, Florida Municipal Pension Trust Fund
Trustees, Florida Municipal Investment Trust
Trustees, Florida Municipal Insurance Trust

SUBJECT: FUTURE TRUSTEE MEETING DATES –2023-2024

December 14, 2023 – Alfond Inn, Winter Park
10:00 a.m. – FMLC Meeting
11:00 a.m. – FMPTF Meeting
12:00 Noon – Joint Luncheon FMPTF/FMIvT
1:00 p.m. – FMPTF/FMIvT Joint Meeting
FMIvT – Immediately following Joint Meeting

December 15, 2023 – Alfond Inn, Winter Park
9:00 a.m. – FMIT Meeting

2024 Dates

March 21, 2024 – Omni Amelia Island Resort
10:00 a.m. – FMLC Meeting
11:00 a.m. – FMPTF Meeting
12:00 Noon - Joint Luncheon FMPTF/FMIvT
1:00 p.m. – FMPTF/FMIvT Joint Meeting
FMIvT – Immediately following Joint Meeting

March 22, 2024 – Omni Amelia Island Resort
9:00 a.m. – FMIT Meeting

June 6, 2024 – Eau Palm Beach, Manalapan, FL
10:00 a.m. – FMLC Meeting
11:00 a.m. – FMPTF Meeting
12:00 Noon - Joint Luncheon FMPTF/FMIvT
1:00 p.m. – FMPTF/FMIvT Joint Meeting
FMIvT – Immediately following Joint Meeting

*June 7, 2024 – Eau Palm Beach, Manalapan, FL***
8:30 a.m. – FMIT Meeting
***FLC Board of Directors will also meet at this location on this date*

*September 19, 2024 – Ritz-Carlton, Naples, FL***

10:00 a.m. – FMLC Meeting
11:00 a.m. – FMPTF Meeting
12:00 Noon – Joint Luncheon FMPTF/FMIvT
1:00 p.m. – FMPTF/FMIvT Joint Meeting
FMIvT – Immediately following Joint Meeting

*September 20, 2024 – Ritz-Carlton, Naples, FL***

8:00 a.m. – FMIT Meeting
****FLC Board of Directors will also meet at this location on this date and Saturday, September 21***

December 12, 2024 – Marriott Water Street, Tampa, FL

10:00 a.m. – FMLC Meeting
11:00 a.m. – FMPTF Meeting
12:00 Noon – Joint Luncheon FMPTF/FMIvT
1:00 p.m. – FMPTF/FMIvT Joint Meeting
FMIvT – Immediately following Joint Meeting

December 13, 2024 – Marriott Water Street, Tampa, FL

9:00 a.m. – FMIT Meeting

Please let me know if you have any questions or concerns. Thank you for your continued support of the Florida League of Cities and the Trusts. We greatly appreciate your service.

FLORIDA MUNICIPAL INSURANCE TRUST
BOARD OF TRUSTEES MEETING
MARCH 24, 2023
MINUTES

The Board of Trustees of the Florida Municipal Insurance Trust met on March 24, 2023, at the Wave Hotel, Orlando, Florida. Chairman Black called the meeting to order at approximately 9:02 a.m. The meeting was conducted in person and through the use of communications media technology as provided in Section 163.01(18), Florida Statutes. The roll was taken.

Those present were:

Chair Scott Black, Commissioner, Dade City
Vice Chair Greg Ross, Mayor, Cooper City, FLC First Vice President
Trustee Pat Bates, Mayor, Altamonte Springs
Trustee Michael Blake, Mayor, Cocoa, FLC Second Vice President
Trustee Rufus Borom, Commissioner, Palatka
Trustee Brad Dantzler, Mayor, Winter Haven
Trustee Mark Douglas, Deputy Mayor, Sunrise
Trustee Mary Estimé-Irvin, Vice Mayor, North Miami
Trustee Anne Gerwig, Mayor, Wellington
Trustee Linda Hudson, Mayor, Fort Pierce
Trustee Richard Johnson, Mayor, Sanibel
Trustee Debra Jones, Council President, Williston
Trustee William Schaetzle, Councilman, Niceville
Trustee Teresa Watkins Brown, Councilwoman, Fort Myers

A quorum was present.

Representing the Administrator, the Florida League of Cities, were:

Jeannie Garner, Executive Director/CEO
Chris Krepcho, Chief of Insurance and Financial Services
Clay Austin, Director of Insurance Member Services
Kraig Conn, General Counsel/Chief Legal Officer
Eric Hartwell, General Counsel/Chief Legal Officer Designate
Matt Kelly, Assistant General Counsel
Jenna Tala, Chief of Strategy and External Affairs
Maclain Benton, Chief Financial Officer-Accounting/Technology

Penny Mitchell, Board Relations Administrator

Others in Attendance:

Jolien Caraballo, Vice Mayor, Port St. Lucie, FLC President
Steve Levene, Managing Principal, EPIC
Brendan Osean, Managing Principal, EPIC
Mark Shorstein, President, Shorstein & Shorstein
Russell Greig, Senior Director, Willis Towers Watson
Alex Turrell, Director, Willis Towers Watson

The first item of business was introductions of trustees, staff, and guests.

The next item of business was consideration of the minutes of the December 9, 2022, meeting. Accordingly,

Trustee Estimé-Irvin moved approval of the minutes of the December 9, 2022, FMIT meeting as prepared and presented. The motion was seconded by Trustee Hudson and adopted without dissent.

The next item of business was revision of FMIT Trustee term dates. Mr. Conn reported the end of term dates are currently different among three of the Trusts. Staff proposed revising the end dates of Trustee terms of office for the FMIT, FMIvT, and FMPTF to establish a uniform end date of March 31. Accordingly,

Trustee Blake moved to change the end date of a Trustee's term in office from March 1 to Mach 31 of the same year and to extend all current Trustees' terms in office from March 1 to March 31 of the final year of their current term. The motion was seconded by Trustee Watkins-Brown and adopted without dissent.

The next item of business was the election of Trustees to the Florida Municipal Insurance Trust (FMIT). There was one incumbent Trustee with an expiring first term and four incumbent Trustees filling unexpired vacant seats and eligible for first terms. Accordingly, after due consideration of all nominees,

Trustee Ross moved that all the incumbent Trustees be elected to their respective first term or second term as follows: Commissioner Scott Black (Dade City), Commissioner Rufus Borom (Palatka), Mayor Brad Dantzler (Winter Haven), and Mayor Richard Johnson (Sanibel) to a First FMIT term of 03/2023-03/2026;

and Mayor Linda Hudson (Fort Pierce) to a Second FMIT term 03/2023-03/2026. The motion was seconded by Trustee Bates and adopted without dissent.

The next item of business was ratification of certain off-cycle Property Coverage Agreement changes. Mr. Krepcho explained the changes conformed to recent amendments to property insurance laws adopted during a December 2022 special legislative session, including new deadlines for filing property claims. The Property Coverage Agreement changes were necessary to ensure they were in effect and applicable to Members with approaching off-cycle coverage renewals. Accordingly,

Trustee Bates moved to ratify the presented Property Coverage Agreement changes to align with recently amended state law governing property insurance and related claim filing deadlines. The motion was seconded by Trustee Blake and adopted without dissent.

The next item of business was ratification of the amended FMIT-Synergy agreement. Mr. Krepcho reviewed the details for the current FMIT-Synergy agreement. He explained that due to the heightened storm-related activity over the past 5 years, the significance of Hurricane Ian TurnKey Recovery work, and the related increase in compensation anticipated for Synergy due to related TurnKey work, certain provisions, including terms related to Synergy's compensation, were no longer prudent. Accordingly,

Trustee Blake moved to ratify the revised FMIT-Synergy agreement, effective 10/01/2022 through 09/30/2027 as prepared and presented. The motion was seconded by Trustee Bates and adopted without dissent.

The next item of business was presentation of the 2021-2022 actuarial reserve analysis by Mr. Russell and Mr. Turrell.

The next item of business was presentation of the Trust's audited financial statements for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022. Mr. Shorstein presented the audit and advised it received an unqualified (or "clean") opinion. In addition, Mr. Shorstein reported other required communications to the Board such as auditor and management responsibilities, and audit scope and timing. Following the presentation,

Trustee Ross moved acceptance of the Trust's audited financial statements for the Fiscal Year beginning October 1, 2021, and ending September 30, 2022, as

prepared and presented. The motion was seconded by Trustee Blake and adopted without dissent.

The next item of business was a report on the FMIT Annual Comprehensive Financial Report Award. Mr. Krepcho reported the FMIT had received the Annual Comprehensive Financial Report Award by the GFOA for its 2020-2021 annual comprehensive financial report. This Certificate is the highest form of recognition in the area of government accounting and financial reporting. Staff is currently finalizing the 2021-2022 FMIT comprehensive annual financial report and preparing submission to GFOA.

The next item of business was a Hurricane Ian claims update. Mr. Krepcho indicated the end of March will mark the six-month anniversary of Hurricane Ian's landfall. As of mid-March, FMIT has identified 2,940 Hurricane Ian property claims across 73 members. Mr. Krepcho also presented a video demonstrating FMIT's service to its Members with proactive boots-on-the ground recovery support.

The next item of business was a report on 2023-2024 FMIT property reinsurance renewal results. Mr. Levene and Mr. Osean reported on the structing of the reinsurance program targeted to optimally balance market pricing with retained exposure to catastrophic loss. Accordingly,

Trustee Blake moved to authorize staff to bind 2023-2024 property reinsurance coverage at renewing rates no to exceed amounts reasonably required to assure adequate reinsurance coverage capacity exists. The motion was seconded by Trustee Hudson and adopted without dissent.

The next item of business was presentation of the unaudited quarterly Financial Statements for the period ending December 31, 2022, and a proposed 2022-2023 FMIT Budget Amendment. Mr. Krepcho reviewed the staff recommendations to amend the current 2022-2023 FMIT fund year budget. Mr. Krepcho advised total assets are $541,184,767 and total liabilities are $371,312,913 resulting in a total unaudited fund equity of $169,871,854. Accordingly,

Trustee Ross moved to approve the Proposed 2022-2023 FMIT Budget Amendment as prepared and presented and included in the FMIT Statement of Activities as of December 31, 2022. The motion was seconded by Trustee Blake and adopted without dissent.

The next item of business was an investment report as of December 31, 2022. Mr. Krepcho presented the quarterly report on the performance of the investment portfolios of the FMIT, as well as the portfolios' compliance with the FMIT investment policy.

The next item of business was an update by Mr. Krepcho on the NLC-RISC Trustees Conference May 10-12.

The next item of business was an update on insurance-related legislation. Mr. Hartwell provided the update.

The next item of business Chairman Black advised the Trustees the quarterly reports under Item 9 consisted of routine reports that were self-explanatory and asked if there were any questions concerning the reports. There were no questions from the Trustees.

The Trustees were then advised their next meeting would be held Friday, June 9, 2023, at Casa Monica Hotel, St. Augustine, Florida.

There being no further business to come before the FMIT Trustees, they did adjourn at 12.01 p.m.

Respectfully submitted,

Jeannie Garner

Jeannie Garner
Executive Director/CEO
For the Administrator

I hereby certify that these minutes were approved at an official meeting held on:

Signature/Title: _____ Date: 06/09/2023

DATE: January 9, 2024

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: Amendment to the Community Redevelopment Agency fiscal year 2023-2024 budget.

BACKGROUND

The Community Redevelopment Agency (CRA) fiscal year 2023-2024 budget for the Downtown Community Redevelopment Area (DTCRA) included $70,000 for the Outdoor Café Furniture Grant Program.

On November 6, 2023 staff presented, and the DTCRA Advisory Committee recommended approval of, a budget amendment to increase the Outdoor Café Furniture Grant Program allocation from $70,000 to $140,000.

On December 11, 2023 the CRA Board adopted Resolution R-CRA-23-04, amending the CRA Fiscal Year 2023-2024 budget to increase the amount available for the Outdoor Furniture Grant Program as recommended by staff and the DTCRA Advisory Committee.

As the CRA Budget is also adopted by the City Commission as part of the overall City budget, City Commission action is required.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the City Commission approve the amendment to the Community Redevelopment Agency fiscal year 2023-2024 budget.

ATTACHMENT

- R-CRA-23-04 (for referrence)

RESOLUTION R-CRA-23-04

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WINTER HAVEN, FLORIDA, MODIFYING RESOLUTION R-CRA-23-02 BY AMENDING THE CRA FISCAL YEAR 2023-2024 BUDGET TO INCREASE THE AMOUNT AVAILABLE FOR THE OUTDOOR CAFÉ FURNITURE GRANT PROGRAM GRANT; PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS; AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Section 189.016(3), requires special districts, including the CRA, to adopt an annual budget by resolution; and

WHEREAS, the CRA adopted Resolution R-CRA-23-02 on August 28, 2023, adopting its Fiscal Year 2023-2024 budget; and

WHEREAS, the Fiscal Year 2023-2024 CRA budget allocated $70,000 to the Outdoor Café Furniture Grant Program; and

WHEREAS, on October 6, 2023 the Downtown CRA Advisory Committee (DTCRA) voted to amend and allocate additional funds to the Outdoor Café Furniture Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. The above Whereas clauses are hereby incorporated as the factual basis for the adoption of this Resolution.

2. That the Fiscal Year 2023-2024 CRA Budget is hereby amended to authorize the transfer of $70,000 from the Downtown CRA Budget line account 8225, Economic Development, to the Downtown CRA Budget line account 8220, Grant Programs, increasing the total funds available for the Outdoor Café Furniture Grant Program to $140,000 for the fiscal year commencing October 1, 2023.

3. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable; then all remaining provisions and portions of this Resolution shall remain in full force and effect.

4. All Resolutions in conflict with this Resolution are repealed but only to the extent necessary to give this Resolution full force and effect and so long as all other provisions of Resolution R-CRA-21-01 not addressed herein shall remain in full force and effect.

5. Any provision in this Resolution may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of consideration by the CRA Board of Commissioners, by filing a corrected or recodified copy of same with the City Clerk and/or Secretary of the CRA Board of Commissioners.

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

INTRODUCED AND PASSED by the CRA Board of the City of Winter Haven, Florida, on this 11th day of December, 2023.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WINTER HAVEN, FLORIDA

BY: _____
CHAIRMAN

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

DATE: January 11, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Deputy City Manager
Brittany Hart, Public Works Director
Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Task Order with Kimley Horn for Transportation Master Plan

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BACKGROUND

The City of Winter Haven has seen significant growth in the last decade and anticipates further growth in the coming decades. As such, it seeks to understand the associated impacts through the development of a Transportation Master Plan. This effort will involve substantial data collection and analysis, including projected population counts and employment data, analysis of the current and future transportation network, and a view of the network's level of service (LOS), both as it exists today and forecasted through 2045 and at the projected buildout of the City.

Using this analysis, the City will develop recommendations for roadway improvements, intersection hotspots, roadway classifications, and LOS standards, as appropriate. This will position the City to continue to target transportation system improvements ahead of population growth through buildout. Kimley Horn, a firm on continuing contract with the City via RFQ-20-01, has the proper expertise and resources to support the City in this endeavor.

FINANCIAL IMPACT

The total cost for the Task Order is $94,796, $75,000 (79%) of which is eligible for reimbursement from the Florida Department of Commerce Community Planning Technical Assistance Grant awarded to the City (R-24-09). The remaining funding is budgeted for in the Public Works Streets budget for FY23-24.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to execute the Task Order with Kimley Horn for Transportation Master Planning and take any additional actions necessary thereto.

ATTACHMENT

- Kimley Horn Task Order

CONSULTING AGREEMENT FOR:
Transportation Master Plan: Phase 1 Needs

PURPOSE

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this scope of services to the City of Winter Haven ("the Client" or "the City") in accordance with the terms and conditions of RFQ #20-01 Pursuant to Master Continuing Professional Services Agreement dated March 20, 2020 as set forth herein for consulting services associated with the development of the City's Transportation Master Plan – Phase 1 Needs. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

The City of Winter Haven has requested consulting services in developing a Transportation Master Plan to be utilized by City staff to identify the key transportation improvements needed in the City of Winter Haven upon substantial buildout of the City's vacant lands. Roadways within the city boundaries include City owned roadways, as well as FDOT and County roads. A primary objective of this plan will be to identify a transportation needs plan and recommendations for infrastructure improvements in collaboration with the other entities (FDOT, Polk County, etc.). Previous public and stakeholder outreach and community visioning will be used to understand needed improvements, identify intersection hotspots, and articulate the need for policy changes.

SCOPE OF SERVICES

Task 1 – Project Kickoff Meeting

Kimley-Horn will meet with City staff for one (1) Project Kick-Off meeting to discuss data and information needs and to establish expectations and procedures for coordination with staff. Kimley-Horn will prepare a meeting summary of the Kickoff meeting.

Task 2 – Build Out Population and Employment Forecast

Kimley-Horn will develop a projected buildout scenario of population and employment data. This forecast will be developed within the Polk TPO's 2045 Long Range Transportation Plan Traffic Analysis Zone Structure to allow for use of the FDOT District 1 Travel Demand Forecast Model. The Consultant will collaborate with the City staff to identify a reasonable buildout level for population, dwelling units, and employment. Kimley-Horn will prepare for and conduct 1 progress meeting with City staff under this task. The deliverable of this task will be a draft report chapter titled "Population and Employment Forecast" which will summarize the assumed growth in tables and maps.

Task 3 – Transportation Data Development

Kimley-Horn will compile the transportation data needed to undertake the analysis for the development of the needs plan. This will include compiling the data needed to perform an evaluation of current and the future transportation system and identify current and future needs. Data gathering will focus on the functionally classified roadway network as documented in the City's Comprehensive Plan and/or TPO's Complete Streets Network. A limited number of additional roadways may be added to complete the major network. Kimley-Horn will prepare a planning

level transportation database of roadway capacity including adopted performance standards, existing roadway capacity/level of service, and 2045 forecasted travel demand where available. This data will include State, County, and City Functionally Classified Roadway Data and Traffic Volume Data (AADT and K Factors. Kimley-Horn will also develop context classification assignments for the major roadway network in the City.

Using the buildout population and employment data developed in Task 2, Kimley Horn will update the FDOT District 1 Regional Travel Demand Forecasting Model to identify forecast travel demand for on a modified 2045 (Cost Feasible Plan Network).

Kimley-Horn will prepare for and conduct 1 progress meeting with City staff under this task. The deliverable of this task will be a draft report chapter titled: "Transportation Data" which will summarize the data in tables and maps.

Task 4 – Transportation Needs Evaluation

Kimley-Horn will develop forecast segment level capacity and level of service analysis using the FDOT 2023 Multimodal Quality/Level of Service Handbook (06/06/2023) for the roadway mode. This analysis will develop and summarize the following:

- Adopted LOS Standard
- Existing Roadway LOS (2022)
- Forecast LOS (2045/2050)
- Forecast LOS (Buildout)
- Travel Demand Forecast (2045/2050)
- Travel Demand Forecast (Buildout)
- Volume to Maximum Service Volume Ratio (2045/2050)
- Volume to Maximum Service Volume Ratio (Buildout)

Kimley-Horn will prepare for and conduct 1 progress meeting with City staff under this task. The deliverable of this task will be a draft report chapter titled: "Transportation Needs" which will summarize the data in tables and maps.

Task 5 – Recommendations

Based on the evaluation, Kimley-Horn will develop recommendations for the following:

- High Priority Roadway Improvements
- Potential Intersection Hotspot Locations
- Updated Roadway Functional Classification
- Roadway Level of Service Standards

Kimley-Horn will prepare for and conduct 1 progress meeting with City staff under this task. The deliverable of this task will be a draft report chapter titled: "Recommendations" which will summarize the findings in tables and maps.

Task 6 – Intersection Hotspot Evaluation (4 Intersections)

Kimley-Horn will evaluate traffic operations at up to 4 intersections upon the request of the City staff. This evaluation will include the collection of intersection turning movement counts, development of forecast intersection volumes for 2045/2050 and buildout alternatives, intersection level of service analysis, and recommended geometric improvements.

Kimley-Horn will prepare for and conduct 1 progress meeting with City staff under this task. The deliverable of this task will be a draft report chapter titled: "Intersection Hotspots" which will summarize the findings in tables and maps.

Task 7– Final Report & Needs Plan Adoption Meeting

Kimley-Horn will develop a draft and updated final report based on the findings and recommendations from the previous tasks. Kimley-Horn will prepare for and make one (1) presentation to the City Commission summarizing the Transportation Master Plan: Phase 1 Needs.

Deliverables

- Task 1: Kickoff Meeting Summary
- Task 2: Draft Chapter: Population and Employment Forecast
- Task 3: Draft Chapter: Transportation Data
- Task 4: Draft Chapter: Transportation Needs
- Task 5: Draft Chapter: Recommendations
- Task 6: Draft Chapter: Intersection Hotspots
- Task 7: Draft Report
- Task 7: Final Report
- Task 7: Needs Plan Adoption Presentation

Additional Services

Any services not specifically provided for in the above Scope of Services will be considered additional services and can be performed at our contracted hourly rates.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

The Client shall provide Kimley-Horn with access to appropriate guidance, information, and data for this project.

Schedule

Kimley-Horn will begin services upon receipt of an executed Task Work Order. Kimley-Horn will provide the services described above within 9 months of notice to proceed or consistent with a mutually-agreed upon schedule.

Fee

Kimley-Horn will perform the services described in the Scope of Services for a Lump Sum Fee of $94,796.04 as outlined below.

Task	Cost
1 Project Kickoff Meeting	$2,702.50
2 Buildout Population and Employment Forecast	$13,587.52
3 Transportation Data Development	$13,232.02
4 Transportation Needs Evaluation	$20,386.68
5 Recommendations	$14,894.14
6 Intersection Hotspot Evaluation (4 Intersections)	$14,930.76
7 Final Report & Needs Plan Adoption Meeting	$15,062.42
Total	**$94,796.04**

All permitting, application, and similar project fees will be paid directly by the City. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED

CITY OF WINTER HAVEN
POLK COUNTY, FLORIDA

BY:_____

TITLE:_____

DATE:_____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:_____
Mark E. Wilson, PE

TITLE: Sr. Vice President

DATE: June 12, 2023

DATE: January 11, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Deputy City Manager
Brittany Hart, Public Works Director
Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Task Order with Kimley Horn for Transportation Support Services

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BACKGROUND

The City of Winter Haven enlisted the expertise of Kimley Horn in 2022 to begin functioning as an extension of staff, specifically in transportation, planning, and engineering. The results of this work have greatly expanded the City's understanding of its transportation network, the nimbleness with which it can respond to one-off issues in the community, as well as review submittals tied to new development, and has improved the strategic approach to traffic improvement by identifying areas of need and working to find solutions. Some examples of this include:

- Regular meetings with the City Traffic team to review ongoing and one-off issues.
- Support for reviewing traffic analysis tied to site plan review.
- Development of Traffic Calming Guidelines for the City.
- Support in solving traffic issues that require technical input and creative solutions.
- Support for the process of reclassifying City roads for the first time in decades.
- Representation on behalf of the City in Regional Transportation Planning efforts.
- Outlining a strategy for a Transportation Master Plan that is practical and efficient.
- Support in acquiring grant funding for the Transportation Master plan

The Kimley Horn team has successfully worked hand in hand with City staff since coming on board in 2022 to help the City be more proactive, responsive, and strategic in its traffic and transportation management efforts. A Task Order to hire Kimley Horn via their continuing contract with the City (RFQ-20-01) and continue this productive relationship for the next year is attached.

FINANCIAL IMPACT

The Task Order will be billed hourly as needed with a not-to-exceed amount of $75,000. The costs will be divided among the departments that use the services, primarily Economic Opportunity and Community Investment and Public Works, and are accounted for within their respective budgets.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to execute the Task Order with Kimley Horn for Transportation Support and take any additional necessary actions thereto.

ATTACHMENT

- Kimley Horn Task Order

CONSULTING ENGINEERING AGREEMENT FOR:
Traffic Engineering and Planning Support Services

PURPOSE

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this scope of services to the City of Winter Haven ("the Client" or "the City") in accordance with the terms and conditions of RFQ #20-01 Pursuant to Master Continuing Professional Services Agreement dated March 20, 2020 as set forth herein for Engineering Services to provide traffic operations and transportation planning analyses. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

The City of Winter Haven requires on call support services for transportation planning and traffic engineering. The services to be provided will be identified and assigned by the Public Works Department Director and the Consultant team will serve as extension of City staff.

SCOPE OF SERVICES

Task 1 – Traffic Engineering and Planning Support Services

Kimley-Horn will provide on-demand transportation planning and traffic engineering support to the City Winter Haven. Work will be coordinated through biweekly coordination meetings or more frequently when required. Work will typically be prompted on short notice as a result of special needs. Tasks could include but are not limited to: data collection and evaluation, transportation planning, traffic engineering and operations, participating in meetings or attending meetings at the direction of the City. A detailed summary of potential task assignments is provided in Exhibit A.

Kimley-Horn will also work with City Staff to advance transportation related priorities at the direction of the Public Works Department Director which may include but are not limited to:

- Development of a comprehensive transportation strategy for the City
- Promote implementation of Cypress Gardens Blvd and Highway 17 vision studies.
- Develop partnerships with the Polk TPO and FDOT to identify funding strategies that could advance projects.
- Traffic calming support
- Provide support on concurrency analysis during site plan review and zoning approval
- Provide support for ongoing traffic calming and 4 way analysis.
- Perform analysis of City wide crash data and prioritize areas with recurring issues
- Perform Level of Service Analysis for functionally classified roadways in the City
- Assist the City in seeking grant funding

Deliverables

- Specific project deliverables will be identified for each assignment as appropriate and through mutual agreement.

Additional Services

All services will be performed at our current hourly rates up to a limit of $75,000. Work beyond this limit will be considered additional services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided by Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

The Client shall provide Kimley-Horn with access to appropriate guidance, information, and data for this project.

Schedule

Kimley-Horn will provide needed services within a mutually agreed upon schedule. A project schedule will be developed and discussed as needed for specific assignments.

Fee

Kimley-Horn will perform the services described in the Scope of Services on a time and materials fee of up to $75,000.

Task	Cost
Task 1 - Traffic Engineering and Planning Support Services	$ 75,000.00
Total	**$ 75,000.00**

All permitting, application, and similar project fees will be paid directly by the City. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED

CITY OF WINTER HAVEN POLK COUNTY, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____ Mark E. Wilson, PE
TITLE:_____	TITLE: Sr. Vice President
DATE:_____	DATE: October 17, 2023

*https://kimleyhorn-my.sharepoint.com/personal/william_roll_kimley-horn_com/Documents/Marketing/*Winter Haven/On Call Support/TWO-0X_Transportation Support_2022-05-18.docx

Exhibit A

Traffic Engineering and Planning Support Services

Services may include but are not limited to:

Agency and Community Interaction

Preparation, Attendance, and Follow-ups for:

- City Commission Meetings
- City Planning Commission Meetings
- City Zoning Meetings (when applicable)
- Expert Witness Testimony
- FDOT Meetings
- Neighborhood Meetings
- Polk TPO Meetings
- Project Meetings
- State and Federal Agency Meetings
- Visualization of Projects for Public Presentations

Bike and Pedestrian Services

Studies and Design for:

- ADA Compliance
- Curbside Amenities
- Bike Lanes
- Bike Share Program
- Complete Streets
- Multi-modal Connectivity and Master Planning
- Crosswalks and Mid-block Crossings
- Event Needs
- Multi-use Facilities
- Pedestrian Signals
- Safe Routes to Schools
- Safe Walking Routes
- Sidewalks
- Trails

Funding Assistance

- Agency Interaction and Representation at Meetings (TPO, FDOT, M-Cores, etc.)
- Grant Application Preparation
- Program Monitoring
- Program Research
- Transportation Impact Fee Studies

Permitting Services and Regulatory Agency Interactions

- Agency Coordination
- Regulatory Compliance and Permitting

Policy Development

- Access Management
- Complete Streets
- Local Technical Assistance Program (LTAP)
- Procedures & Guidelines
- Publication & Document Development
- Smart Street Planning
- Training Course Development & Delivery
- Walkable Communities
- Work Zone Safety & Mobility

Subdivision and Land Development Plan Review

- Conformation to Codes
- Engineering Design Standards Review
- Owner Representative Traffic Modeling to Identify Development Impacts
- Technical Review
    - Site Plans
    - Subdivision Plans
    - Improvement Plans
    - Land Disturbance Plans
    - Construction Plans
- Traffic Study Methodology Requirements for Developments

Technical Services

Studies and Design for:

- Capital Improvement Plans & Feasibility Studies
    - Access Management Studies
    - Corridor Studies
    - Point of Access Studies
    - Revenue Studies
    - Transit Access Studies

- Traffic Operations
    - Emergency Response Assessments & Planning
    - Highway Occupancy Permit Preparation & Reviews
    - Maintenance & Protection of Traffic
    - Traffic Operation Center Operations Support
    - Traffic Calming
    - Traffic Signal Systems
    - Traffic Signal Design Timing/ Optimization

- Safety explorations
  - Access Management
  - Accident Analysis/Crash History
  - Lighting
  - Posted Speeds
  - Roadway Geometrics
  - Road Safety Audits
  - Sidewalks
  - Speed Enforcement
  - Traffic Stops and Speed Controls
  - Vision Zero Initiatives

- Traffic Studies
  - Area Wide Traffic Studies
  - Levels of Service Analysis
  - Origins and Destinations Studies
  - Parking Studies
  - Roadway Sufficiency Analysis
  - Speed Limit Studies
  - Traffic Calming Studies & Design
  - Vehicular and Pedestrian Counts
  - Traffic Impact Studies
  - Transportation Network Modeling
  - Vulnerable User Enhancement Studies

- Traffic Review and Comment Services
  - Review of Studies or Designs Prepared by Others

Transportation System Management & Operations (TSMO)

- Advance Traffic Management System Upgrade support
- Traffic Operations Center Support
- Data - Collection and Management
- Equipment recommendation - Adaptive Signals, Solar Powered Signs/Lights, Detection, DSRC, Wayfinding, Kiosks, etc.
- Physical/Geometric - Traffic calming – All way stops, Speed Tables, Mini Roundabouts, Special Crosswalk/Mid-block Treatments, etc.
- Vehicular – Connected/Autonomous Vehicle Planning, Micro-mobility, etc.
- Smart Technologies Awareness/Planning/Implementation

DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-24-01: City commission support of the application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project; and

Resolution R-24-02: City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project; and

Resolution R-24-03: City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project.

BACKGROUND

Periodically, the Florida Department of Transportation (FDOT) accepts applications for Transportation Alternatives, Multi-use Trail, and Regional Multi-use Trail projects. The current application cycle includes funding for these types of projects in Fiscal Years 2025/26 through 2029/30. Transportation Alternative projects include funding for projects such as:

- Transit enhancements;
- Streetscaping/ corridor branding;
- Bicycle and pedestrian enhancements;
- Safety improvements; and
- Off road/ off system trails

The City's funding applications will be submitted to the Polk Transportation Planning Organization and Florida Department of Transportation. The Polk Transportation Planning Organization (TPO) will competitively rank each application against other projects from throughout Polk County. Following TPO's ranking, the applications will be forwarded to FDOT for final funding determination.

For this application cycle, the City is applying for funding for three projects: . Each project is detailed as follows:

Roselawn Street, SW/Sheridan Street, SW

- Project extends approximately 2,000 linear feet along Roselawn Street, SW/Sheridan Street, SW from 15th Street, SW to Avenue O, SW;
- Will construct minimum 5-foot sidewalks on both sides of the street as well as short segments on 15th Street, SW and Avenue O, SW;
- Will make necessary intersection improvements at the 15th Street, SW and Sheridan Street, SW intersections as appropriate;
- Will make traffic calming improvements on Roselawn Street, SW as appropriate;
- All improvements will be constructed within the existing 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,650,000.

West Central Avenue

- Project extends approximately 1,250 linear feet along West Central Avenue from Sixth Street, SW (US Highway 17) and East Lake Howard Drive;
- Will construct minimum 5-foot sidewalks on both sides of the street;
- Will make intersection improvements at Sixth Street, SW, Seventh Street, SW, and East Lake Howard Drive as appropriate;
- Will add on-street parking as appropriate;
- Will improve street lighting;
- All improvements will be constructed within the existing 60-foot right-of-way; and
- Preliminary estimated project cost is $1,650,000.

East Lake Martha Drive

- Project extends approximately 2,400 linear feet along East Lake Martha Drive from Avenue C, NE to Avenue I, NE;

- Will upgrade sidewalks along both sides of the street;
- Will upgrade street lighting;
- Will add street trees as appropriate;
- All improvements will be constructed within the existing 50 to 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,000,000.

Each of these projects will provide pedestrian facilities on heavily traveled corridors where no or limited facilities currently exist.

The Multi-modal Transportation Advisory Committee indicated support for each of these applications at their November 2023 meeting.

FINANCIAL IMPACT

There is no immediate financial impact with these requests; however, should FDOT select all or some these projects for funding, the City will potentially be required to fund portions of these projects in future budget years beginning no earlier than Fiscal Year 2026.

RECOMMENDATION

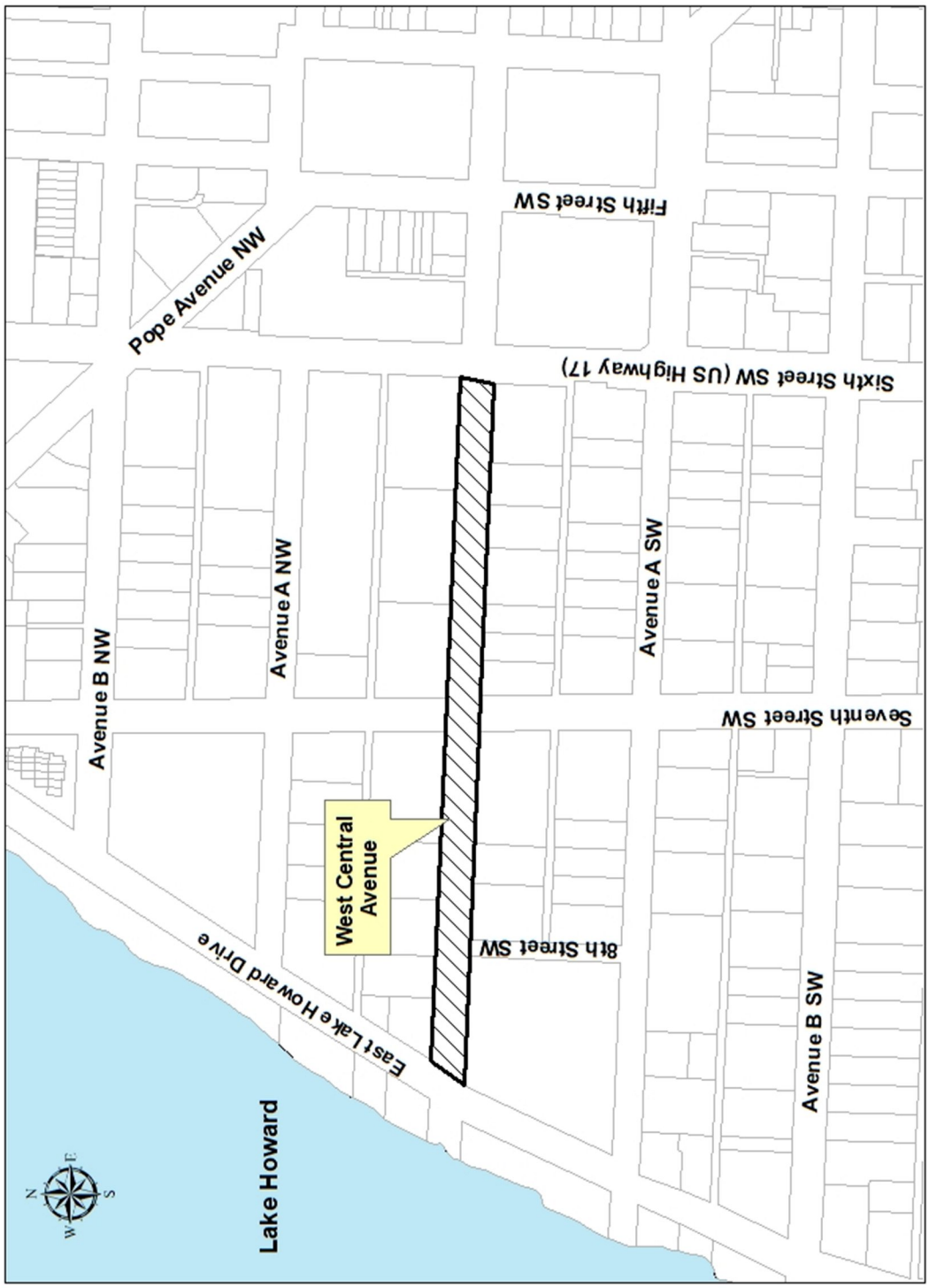
Staff recommends the City Commission approve Resolutions R-24-01, R-24-02, and R-24-03.

ATTACHMENTS

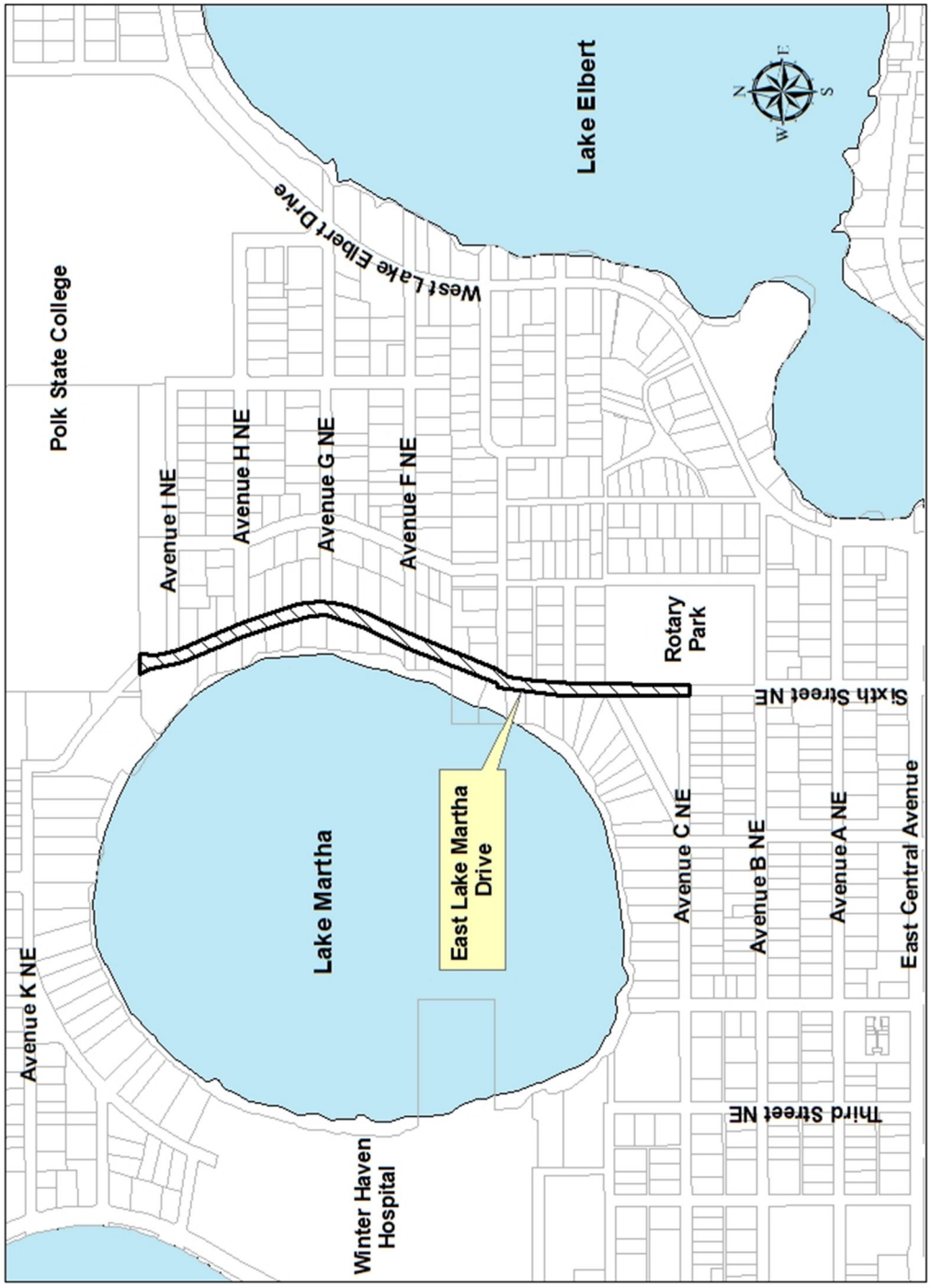
- Roselawn Street, SW Location Map
- West Central Avenue Location Map
- East Lake Martha Drive Location Map
- Resolution R-24-01 (Roselawn Street, SW/Sheridan Street, SW)
- Resolution R-24-02 (West Central Avenue)
- Resolution R-24-03 (East Lake Martha Drive)


Roselawn Street SW/Sheridan Street SW Complete Street Project
Location Map
Foxbriar Boulevard SW
CSX Railroad Tracks
Kenwood Street SW
15th Street SW
Roselawn Street SW
North Lake Shipp Drive
Lake Shipp
Nottingham SW
Stonebridge Drive SW
Sheridan Street SW
Avenue O SW
Recker Highway
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West Central Avenue Complete Street Project
Location Map



East Lake Martha Drive Complete Street Project
Location Map



RESOLUTION R-24-01

A RESOLUTION SUPPORTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ON BEHALF OF THE CITY OF WINTER HAVEN A POLK TRANSPORTATION PLANNING ORGANIZATION (TPO) TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION FOR THE ROSELAWN STREET, SW/SHERIDAN STREET, SW COMPLETE STREET PROJECT AND TO CERTIFY THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN (OR AMEND THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S COMPREHENSIVE PLAN).

WHEREAS, The City of Winter Haven desires to improve, expand, and enhance multi-modal transportation opportunities, pedestrian improvements, trails, and create related connections and access to regional multi-modal transportation networks; and

WHEREAS, the City has prepared and adopted the *Sidewalk, Pedestrian and Multimodal Infrastructure Access Plan* which identifies needed bicycle, multi-use trail, and sidewalk improvements within the City; and

WHEREAS, participation in the Polk Transportation Planning Organization Transportation Alternatives Program is critical to accomplishing these improvements; and

WHEREAS, the addition of multi-modal transportation opportunities and connections to regional multi-modal transportation networks, will further expand the opportunities of transportation alternatives as identified by the Polk Transportation Planning Organization as a priority.

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

1. That the City of Winter Haven supports and endorses a Transportation Enhancement Application Package submitted to the Polk Transportation Planning Organization for the development/construction of the Roselawn Street, SW/Sheridan Street, SW Complete Street Project for the FY 2025/26 through FY 2029/30 Transportation Alternatives Program Funding Cycle.

2. That the City Manager is authorized to amend the Five-Year Schedule of Capital Improvements Element of the City's Comprehensive Plan to include a commitment of $1,650,000 for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project in FY 2026 through FY 2030.

3. That the City Manager is authorized to execute and submit, on behalf of the City of Winter Haven, all grant related documents to the Polk Transportation Planning Organization's Transportation Alternatives Program for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____

Mayor–Commissioner

ATTEST:

_____

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-24-01: City commission support of the application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project; and

Resolution R-24-02: City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project; and

Resolution R-24-03: City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project.

BACKGROUND

Periodically, the Florida Department of Transportation (FDOT) accepts applications for Transportation Alternatives, Multi-use Trail, and Regional Multi-use Trail projects. The current application cycle includes funding for these types of projects in Fiscal Years 2025/26 through 2029/30. Transportation Alternative projects include funding for projects such as:

- Transit enhancements;
- Streetscaping/ corridor branding;
- Bicycle and pedestrian enhancements;
- Safety improvements; and
- Off road/ off system trails

The City's funding applications will be submitted to the Polk Transportation Planning Organization and Florida Department of Transportation. The Polk Transportation Planning Organization (TPO) will competitively rank each application against other projects from throughout Polk County. Following TPO's ranking, the applications will be forwarded to FDOT for final funding determination.

For this application cycle, the City is applying for funding for three projects: . Each project is detailed as follows:

Roselawn Street, SW/Sheridan Street, SW

- Project extends approximately 2,000 linear feet along Roselawn Street, SW/Sheridan Street, SW from 15th Street, SW to Avenue O, SW;
- Will construct minimum 5-foot sidewalks on both sides of the street as well as short segments on 15th Street, SW and Avenue O, SW;
- Will make necessary intersection improvements at the 15th Street, SW and Sheridan Street, SW intersections as appropriate;
- Will make traffic calming improvements on Roselawn Street, SW as appropriate;
- All improvements will be constructed within the existing 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,650,000.

West Central Avenue

- Project extends approximately 1,250 linear feet along West Central Avenue from Sixth Street, SW (US Highway 17) and East Lake Howard Drive;
- Will construct minimum 5-foot sidewalks on both sides of the street;
- Will make intersection improvements at Sixth Street, SW, Seventh Street, SW, and East Lake Howard Drive as appropriate;
- Will add on-street parking as appropriate;
- Will improve street lighting;
- All improvements will be constructed within the existing 60-foot right-of-way; and
- Preliminary estimated project cost is $1,650,000.

East Lake Martha Drive

- Project extends approximately 2,400 linear feet along East Lake Martha Drive from Avenue C, NE to Avenue I, NE;

- Will upgrade sidewalks along both sides of the street;
- Will upgrade street lighting;
- Will add street trees as appropriate;
- All improvements will be constructed within the existing 50 to 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,000,000.

Each of these projects will provide pedestrian facilities on heavily traveled corridors where no or limited facilities currently exist.

The Multi-modal Transportation Advisory Committee indicated support for each of these applications at their November 2023 meeting.

FINANCIAL IMPACT

There is no immediate financial impact with these requests; however, should FDOT select all or some these projects for funding, the City will potentially be required to fund portions of these projects in future budget years beginning no earlier than Fiscal Year 2026.

RECOMMENDATION

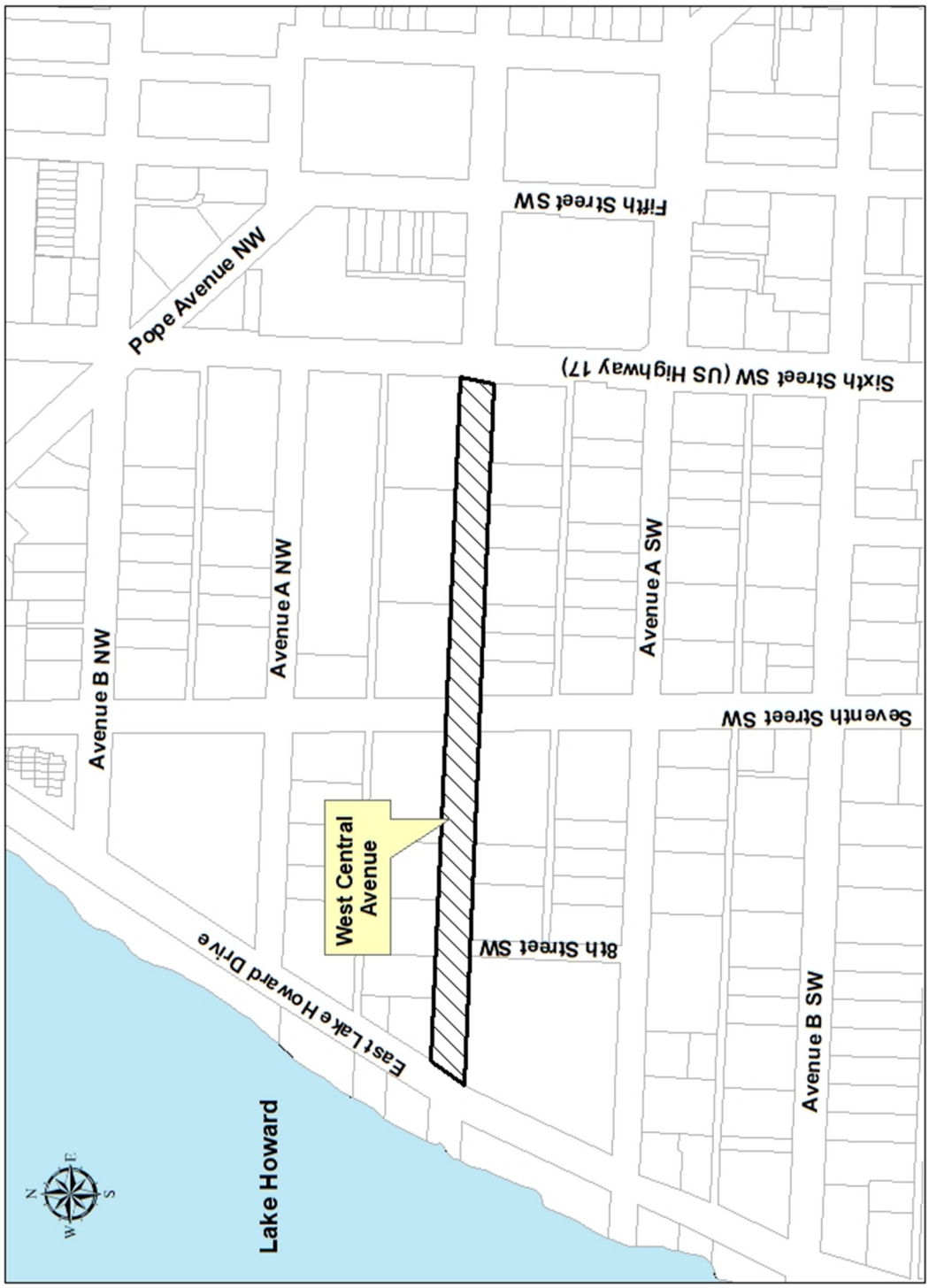
Staff recommends the City Commission approve Resolutions R-24-01, R-24-02, and R-24-03.

ATTACHMENTS

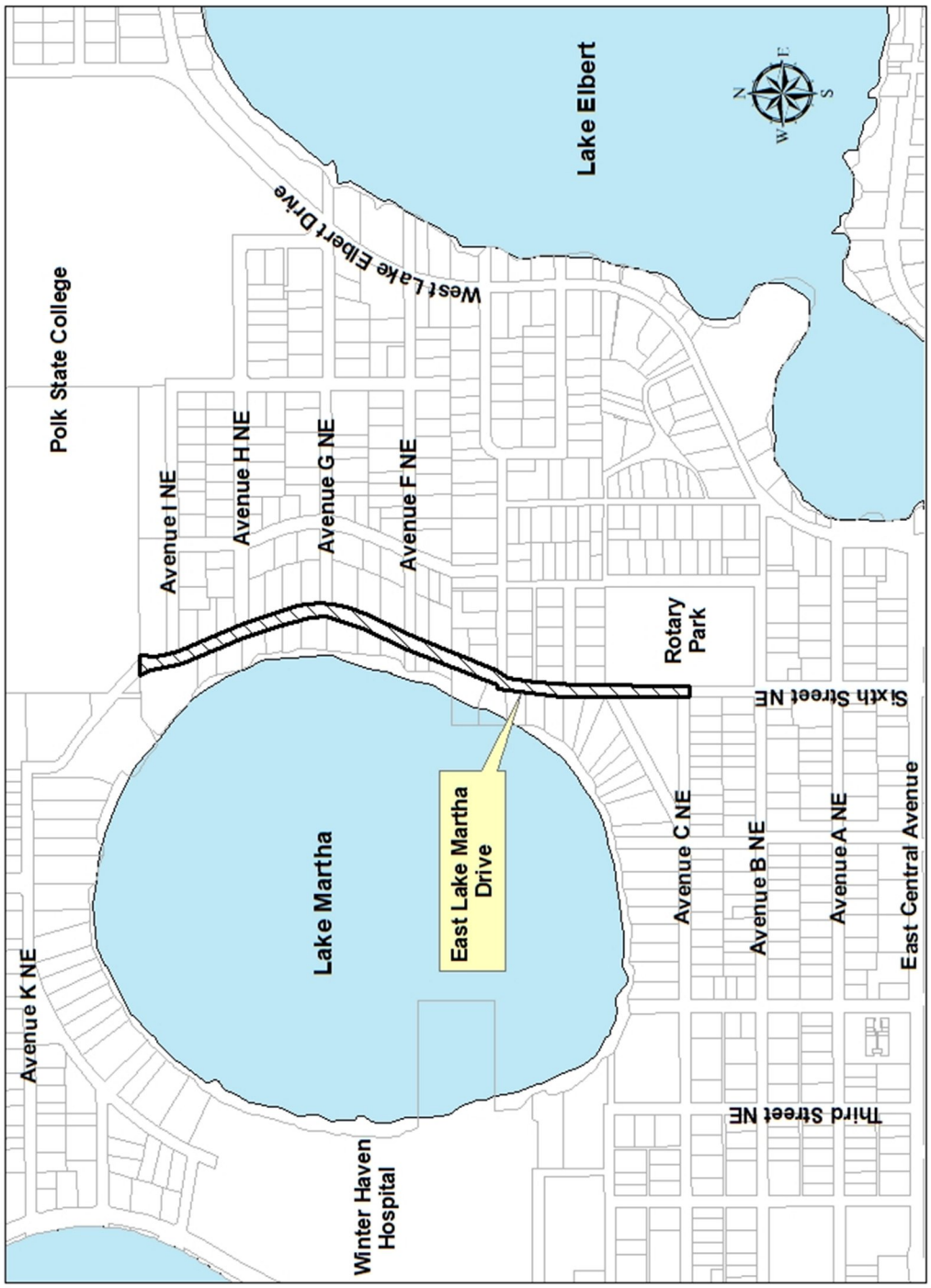
- Roselawn Street, SW Location Map
- West Central Avenue Location Map
- East Lake Martha Drive Location Map
- Resolution R-24-01 (Roselawn Street, SW/Sheridan Street, SW)
- Resolution R-24-02 (West Central Avenue)
- Resolution R-24-03 (East Lake Martha Drive)


Roselawn Street SW/Sheridan Street SW Complete Street Project
Location Map
Foxbriar Boulevard SW
CSX Railroad Tracks
Kenwood Street SW
15th Street SW
Roselawn Street SW
North Lake Shipp Drive
Lake Shipp
Nottingham SW
Stonebridge Drive SW
Sheridan Street SW
Avenue O SW
Recker Highway
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West Central Avenue Complete Street Project
Location Map



East Lake Martha Drive Complete Street Project
Location Map



RESOLUTION R-24-02

A RESOLUTION SUPPORTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ON BEHALF OF THE CITY OF WINTER HAVEN A POLK TRANSPORTATION PLANNING ORGANIZATION (TPO) TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION FOR THE WEST CENTRAL AVENUE COMPLETE STREET PROJECT AND TO CERTIFY THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN (OR AMEND THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S COMPREHENSIVE PLAN).

WHEREAS, The City of Winter Haven desires to improve, expand, and enhance multi-modal transportation opportunities, pedestrian improvements, trails, and create related connections and access to regional multi-modal transportation networks; and

WHEREAS, the City has prepared and adopted the *Sidewalk, Pedestrian and Multimodal Infrastructure Access Plan* which identifies needed bicycle, multi-use trail, and sidewalk improvements within the City; and

WHEREAS, participation in the Polk Transportation Planning Organization Transportation Alternatives Program is critical to accomplishing these improvements; and

WHEREAS, the addition of multi-modal transportation opportunities and connections to regional multi-modal transportation networks, will further expand the opportunities of transportation alternatives as identified by the Polk Transportation Planning Organization as a priority.

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

1. That the City of Winter Haven supports and endorses a Transportation Enhancement Application Package submitted to the Polk Transportation Planning Organization for the development/construction of the West Central Avenue Complete Street Project for the FY 2025/26 through FY 2029/30 Transportation Alternatives Program Funding Cycle.

2. That the City Manager is authorized to amend the Five-Year Schedule of Capital Improvements Element of the City's Comprehensive Plan to include a commitment of $1,650,000 for the West Central Avenue Complete Street Project in FY 2026 through FY 2030.

3. That the City Manager is authorized to execute and submit, on behalf of the City of Winter Haven, all grant related documents to the Polk Transportation Planning Organization's Transportation Alternatives Program for the West Central Avenue Complete Street Project.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____

Mayor–Commissioner

ATTEST:

_____

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-24-01: City commission support of the application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project; and

Resolution R-24-02: City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project; and

Resolution R-24-03: City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project.

BACKGROUND

Periodically, the Florida Department of Transportation (FDOT) accepts applications for Transportation Alternatives, Multi-use Trail, and Regional Multi-use Trail projects. The current application cycle includes funding for these types of projects in Fiscal Years 2025/26 through 2029/30. Transportation Alternative projects include funding for projects such as:

- Transit enhancements;
- Streetscaping/ corridor branding;
- Bicycle and pedestrian enhancements;
- Safety improvements; and
- Off road/ off system trails

The City's funding applications will be submitted to the Polk Transportation Planning Organization and Florida Department of Transportation. The Polk Transportation Planning Organization (TPO) will competitively rank each application against other projects from throughout Polk County. Following TPO's ranking, the applications will be forwarded to FDOT for final funding determination.

For this application cycle, the City is applying for funding for three projects: . Each project is detailed as follows:

Roselawn Street, SW/Sheridan Street, SW

- Project extends approximately 2,000 linear feet along Roselawn Street, SW/Sheridan Street, SW from 15th Street, SW to Avenue O, SW;
- Will construct minimum 5-foot sidewalks on both sides of the street as well as short segments on 15th Street, SW and Avenue O, SW;
- Will make necessary intersection improvements at the 15th Street, SW and Sheridan Street, SW intersections as appropriate;
- Will make traffic calming improvements on Roselawn Street, SW as appropriate;
- All improvements will be constructed within the existing 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,650,000.

West Central Avenue

- Project extends approximately 1,250 linear feet along West Central Avenue from Sixth Street, SW (US Highway 17) and East Lake Howard Drive;
- Will construct minimum 5-foot sidewalks on both sides of the street;
- Will make intersection improvements at Sixth Street, SW, Seventh Street, SW, and East Lake Howard Drive as appropriate;
- Will add on-street parking as appropriate;
- Will improve street lighting;
- All improvements will be constructed within the existing 60-foot right-of-way; and
- Preliminary estimated project cost is $1,650,000.

East Lake Martha Drive

- Project extends approximately 2,400 linear feet along East Lake Martha Drive from Avenue C, NE to Avenue I, NE;

- Will upgrade sidewalks along both sides of the street;
- Will upgrade street lighting;
- Will add street trees as appropriate;
- All improvements will be constructed within the existing 50 to 60 feet of right-of-way; and
- Preliminary estimated project cost is $1,000,000.

Each of these projects will provide pedestrian facilities on heavily traveled corridors where no or limited facilities currently exist.

The Multi-modal Transportation Advisory Committee indicated support for each of these applications at their November 2023 meeting.

FINANCIAL IMPACT

There is no immediate financial impact with these requests; however, should FDOT select all or some these projects for funding, the City will potentially be required to fund portions of these projects in future budget years beginning no earlier than Fiscal Year 2026.

RECOMMENDATION

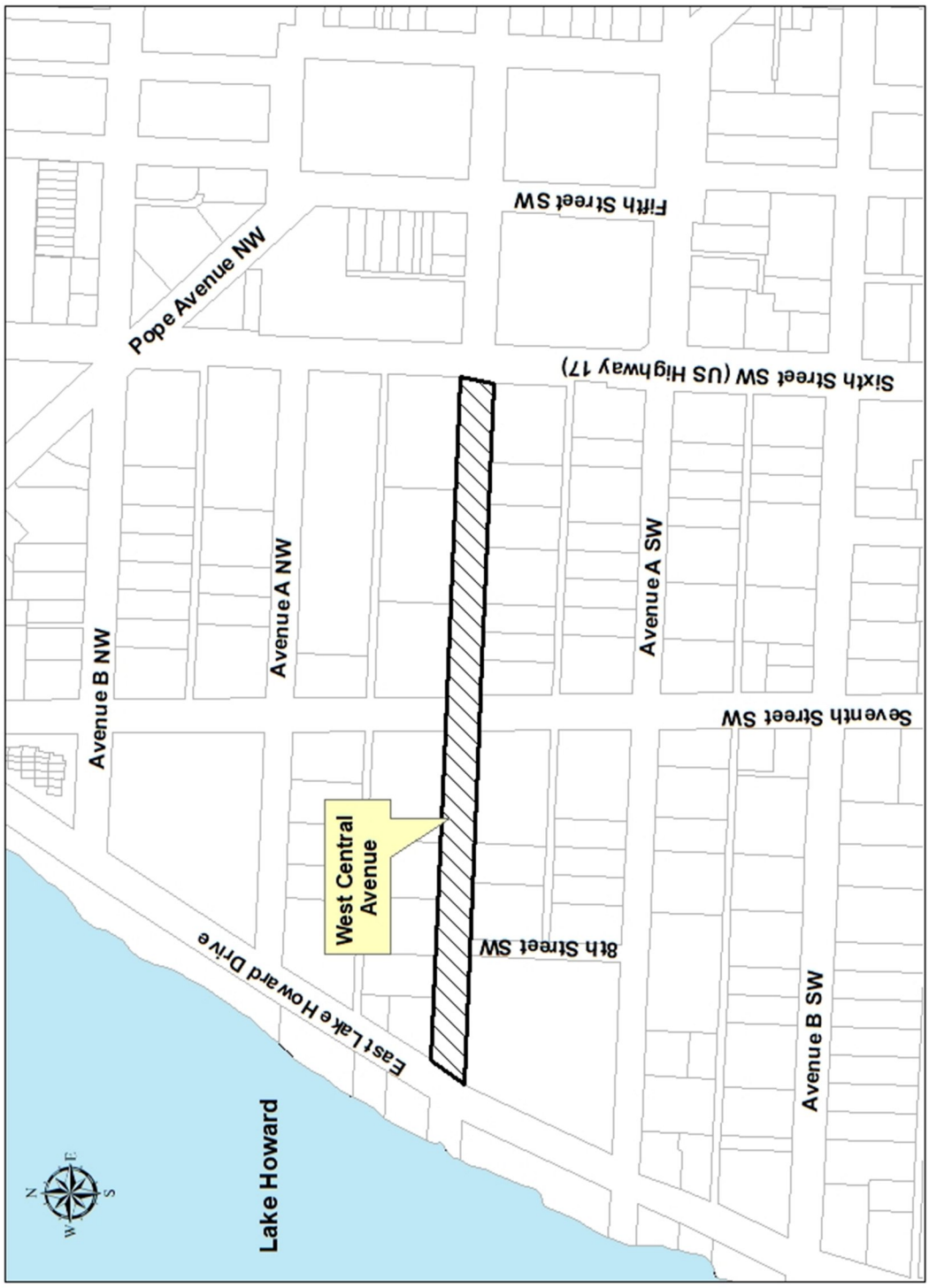
Staff recommends the City Commission approve Resolutions R-24-01, R-24-02, and R-24-03.

ATTACHMENTS

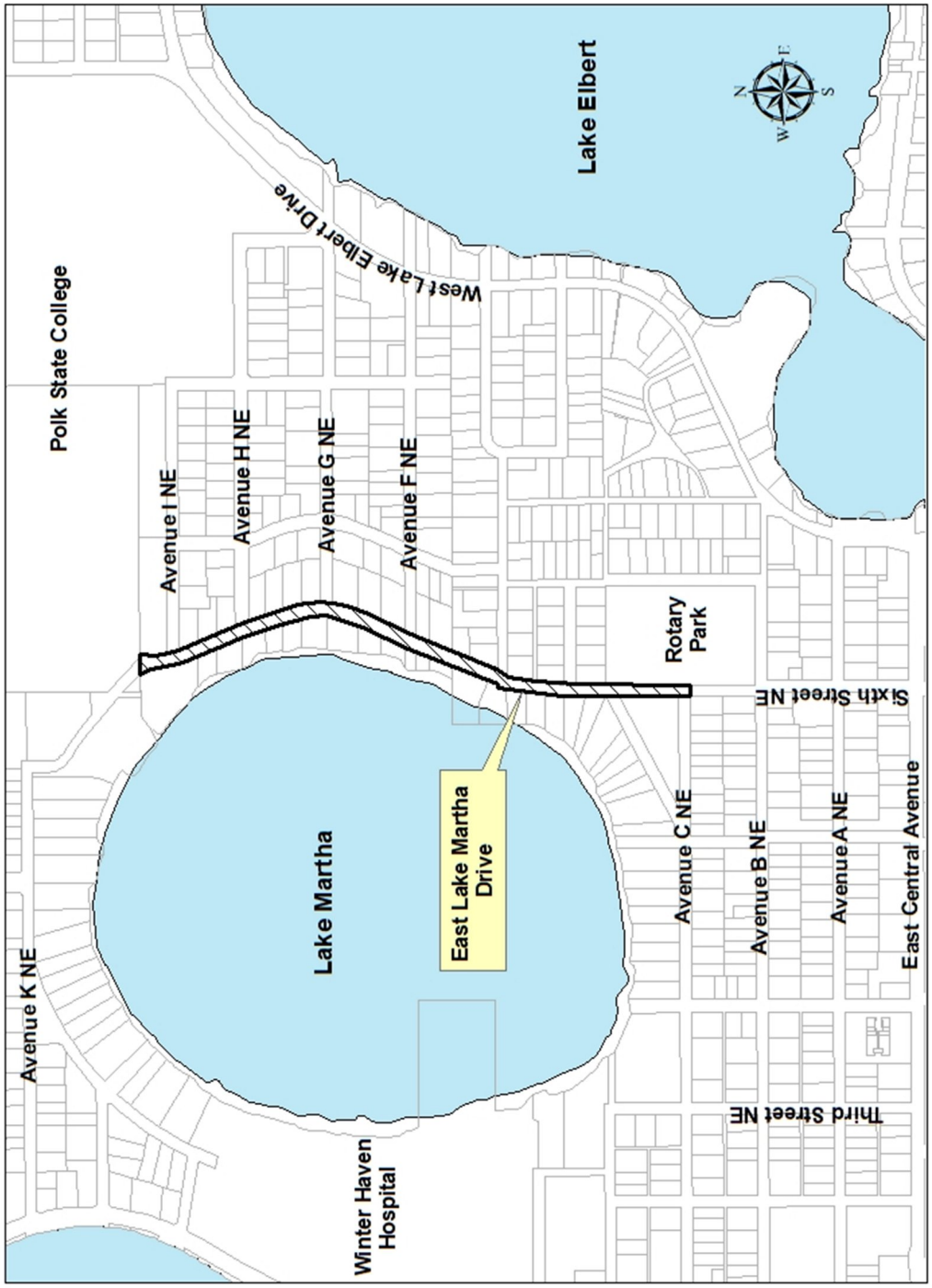
- Roselawn Street, SW Location Map
- West Central Avenue Location Map
- East Lake Martha Drive Location Map
- Resolution R-24-01 (Roselawn Street, SW/Sheridan Street, SW)
- Resolution R-24-02 (West Central Avenue)
- Resolution R-24-03 (East Lake Martha Drive)


Roselawn Street SW/Sheridan Street SW Complete Street Project
Location Map
Foxbriar Boulevard SW
CSX Railroad Tracks
Kenwood Street SW
15th Street SW
Roselawn Street SW
North Lake Shipp Drive
Lake Shipp
Nottingham SW
Stonebridge Drive SW
Sheridan Street SW
Avenue O SW
Recker Highway
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West Central Avenue Complete Street Project
Location Map



East Lake Martha Drive Complete Street Project
Location Map



RESOLUTION R-24-03

A RESOLUTION SUPPORTING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ON BEHALF OF THE CITY OF WINTER HAVEN A POLK TRANSPORTATION PLANNING ORGANIZATION (TPO) TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION FOR THE EAST LAKE MARTHA DRIVE COMPLETE STREET PROJECT AND TO CERTIFY THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS OF THE CITY'S COMPREHENSIVE PLAN (OR AMEND THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S COMPREHENSIVE PLAN).

WHEREAS, The City of Winter Haven desires to improve, expand, and enhance multi-modal transportation opportunities, pedestrian improvements, trails, and create related connections and access to regional multi-modal transportation networks; and

WHEREAS, the City has prepared and adopted the *Sidewalk, Pedestrian and Multimodal Infrastructure Access Plan* which identifies needed bicycle, multi-use trail, and sidewalk improvements within the City; and

WHEREAS, participation in the Polk Transportation Planning Organization Transportation Alternatives Program is critical to accomplishing these improvements; and

WHEREAS, the addition of multi-modal transportation opportunities and connections to regional multi-modal transportation networks, will further expand the opportunities of transportation alternatives as identified by the Polk Transportation Planning Organization as a priority.

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

1. That the City of Winter Haven supports and endorses a Transportation Enhancement Application Package submitted to the Polk Transportation Planning Organization for the development/construction of the East Lake Martha Drive Complete Street Project for the FY 2025/26 through FY 2029/30 Transportation Alternatives Program Funding Cycle.

2. That the City Manager is authorized to amend the Five-Year Schedule of Capital Improvements Element of the City's Comprehensive Plan to include a commitment of $1,000,000 for the East Lake Martha Drive Complete Street Project in FY 2026 through FY 2030.

3. That the City Manager is authorized to execute and submit, on behalf of the City of Winter Haven, all grant related documents to the Polk Transportation Planning Organization's Transportation Alternatives Program for the East Lake Martha Drive Complete Street Project.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 22n day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
Mayor–Commissioner

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-24-07: Request by Lennar Homes, LLC to reduce the amount of the Performance Bond submitted to the City to insure completion of required improvements for the Peace Creek Reserve Subdivision. General Location: Subdivision is generally located east of County Road 653, north of Old Bartow Lake Wales Road and west of the Peace Creek Drainage canal.

BACKGROUND

On January 23, 2023, the City Commission approved Resolution R-23-02 platting the Peace Creek Reserve Subdivision. The subdivision consists of 190.7± acres generally located east of County Road 653 and north of Old Bartow Lake Wales Road. The subdivision contains 553 building lots and nine (9) common lots. 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, Lennar Homes, LLC submitted a Performance Bond issued by Fidelity Guaranty and Acceptance Corporation Company in the amount of $3,981,271 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.

On August 28, 2023, the City Commission approved Resolution R-23-49, accepting the improvements and dedications on the western portion of the Peace Creek Reserve Subdivision located east of County Road 653, north of Old Bartow Lake Wales Road and west of the Peace Creek Drainage Canal. Due to electric utility power pole relocation delays, the developer was unable to complete the inspection, testing, and certification of the east lift-station serving Lots 362 through 553 and four (4) common lots located east of the Peace Creek Canal. Resolution R-23-49, did not reduce the original Performance Bond in the amount of $3,981,271.

With the electric utility work still incomplete, the developer, Lennar Homes, is requesting to reduce the amount of the Performance Bond to cover only those incomplete improvements located east of the Peace Creek Canal. This request will allow the reduction of the amount of the Performance Bond from

$3,981,271 to $472,127.92 in a form and manner acceptable to the City Engineer and City Attorney. The City Engineer has reviewed this request and is in agreement with the new Performance Bond valuation. Once the updated reduced Performance Bond in the amount of $472,127.92 and in a form and manner acceptable to the City is delivered to the City, then the City Manager or his designee is authorized to release the original Performance Bond in the amount of $3,981,271. Thereafter, upon completion of the required improvements, the developer will submit a request for the City to accept the improvements and dedications for the eastern portion of the subdivision and release the updated reduced Performance Bond.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-07.

ATTACHMENT

- Resolution R-24-07

Space for Recording

RESOLUTION R-24-07

A RESOLUTION AUTHORIZING THE REDUCTION OF THE AMOUNT OF THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND DEDICATIONS FOR THAT CERTAIN PLAT ENTITLED "PEACE CREEK RESERVE" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 197, PAGES 5 THROUGH 15, PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND PROVIDING AN EFFECTIVE DATE. (General Location: Subdivision is generally located west of McClean Road, north of Old Bartow Lake Wales Road and east of the Peace Creek Canal.)

Whereas, that certain plat entitled "Peace Creek Reserve" 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 23rd day of January, 2023, by the passage of Resolution R-23-02; 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 portion of the Subdivision known as "Peace Creek Reserve" containing Lots 1 through 361 located east of County Road 653, north of Old Bartow/Lake Wales Road and west of the Peace Creek Drainage Canal, have been completed in accordance with all applicable standards and specifications as determined by City staff and was accepted by the City Commission August 28, 2023, by Resolution R-23-49; and

Whereas, the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure for "Peace Creek Reserve" remains in place until such time as those improvements for that portion of "Peace Creek Reserve" containing Lots 362 through 553 located west of McClean Road, north of Old Bartow/Lake Wales Road, and east of the Peace Creek Drainage canal have been completed and passed all inspections; and

Whereas, due to ongoing delays in completion of off-site utility work, the Developer, Lennar Orlando, has requested that the City authorize the reduction of the amount of the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure for "Peace Creek Reserve."

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

1. The Performance Bond issued by Fidelity Guaranty and Acceptance Corporation shall be authorized to be reduced from $3,981,271.48 to $472,207.92 as security for the completion of all remaining infrastructure and improvements in the Peace Creek Reserve Subdivision that is required to serve Lots 362 through 553 as depicted on Exhibit “A”, attached hereto and made a part hereof. Toward that end the said full Performance Bond in the amount of $3,981,271.48 shall continue to be held by the City until the Developer provides an updated reduced Performance Bond in the amount of $472,207.92 in a form and manner acceptable to the City Engineer and City Attorney.

2. The updated reduced Performance Bond shall be delivered to the City within 10 calendar days from the effective date of this Resolution. Once delivered and approved by the City Engineer and City Attorney then the City Manager or his designee is authorized to release the Performance Bond issued by Fidelity Guaranty and Acceptance Corporation in the amount of $3,981,271.48.

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 22nd day of January, 2024.

_____
Mayor-Commissioner

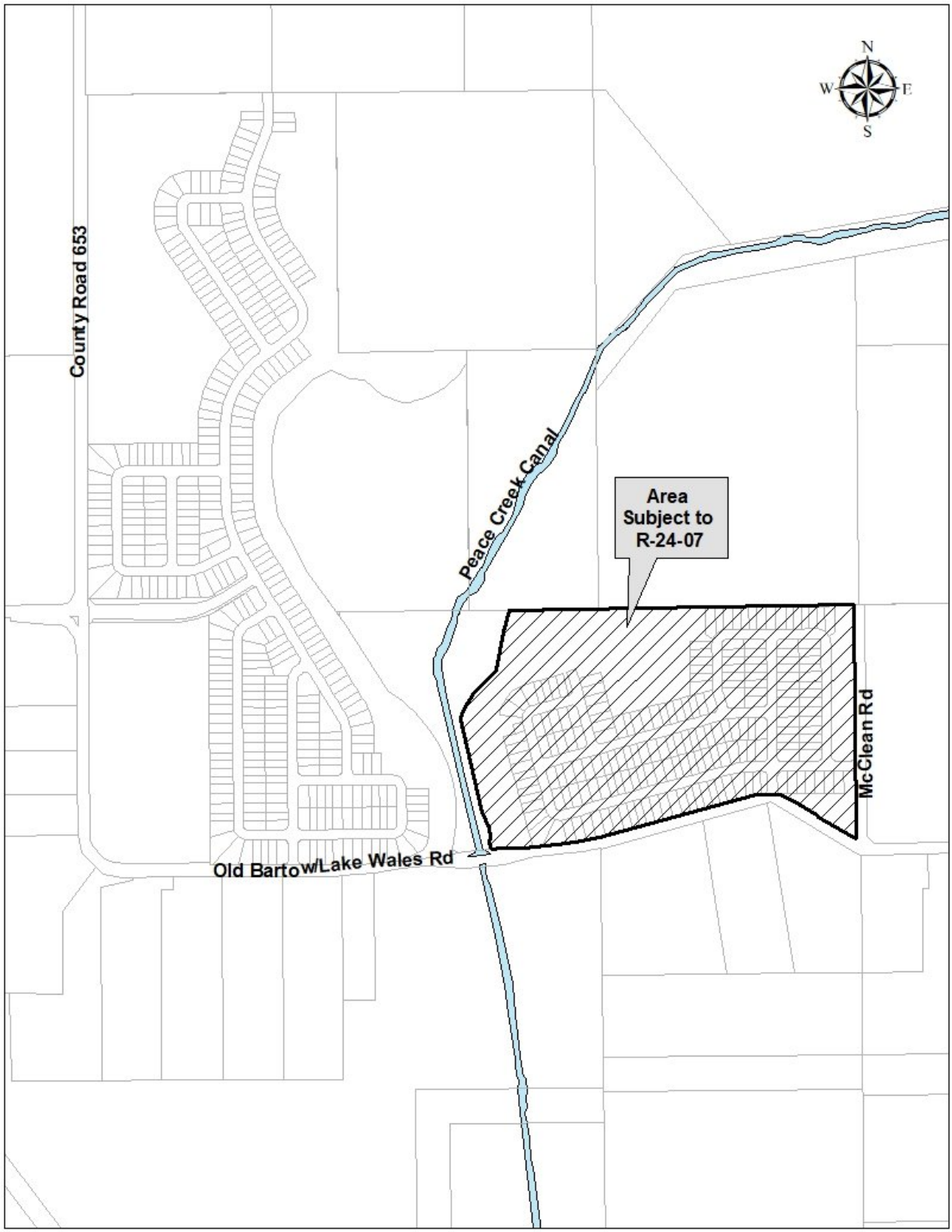
ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit “A”


N
W
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S
County Road 653
Peace Creek Canal
Area
Subject to
R-24-07
McClean Rd
Old Bartow/Lake Wales Rd

DATE: January 5, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Resolution R-24-08: Request by Blue Winter Haven, LLC to establish a Green Reuse Area pursuant to Chapter 376.80(2)(c) Florida Statutes. General Location: South of Martin Luther King Boulevard NW (S.R. 544) and west of First Street North (S.R. 549). The area covered by this request is 5.41± acres.

BACKGROUND

Blue Winter Haven, LLC submitted a petition February 16, 2023, to the City to establish a Green Reuse Area in accordance with requirements set forth in Chapter 376.80(2)(c) of Florida Statutes. The proposed Green Reuse Area is generally located south of Martin Luther King Boulevard (State Road 544), west of First Street, North (State Road 549), and north of Avenue S, NW and contains 5.41± acres.

The petitioner is seeking the Green Reuse Area designation to facilitate their on-going redevelopment of the property into the 88-unit Florence Place Apartments presently under construction. Establishment of the Green Reuse Area will open additional funding opportunities to the petitioner for the site. This designation will not impact or apply to any other properties beyond the petitioner's property.

Florida Statutes establish specific criteria for the establishment of the Green Reuse Area which include:

- Agreement to redevelop the Site;
- Economic Productivity;
- Consistency with local Comprehenisve Plan and permitted use under local Land Development Regulations;
- Opportunity for public notice and comment; and
- Provision of reasonable financial assurance to implement and complete rehabilitation of the site.

The petitioner's application addresses each of these criteria, and staff's review of the petition concurs with the conclusions reached by the petitioner.

FINANCIAL IMPACT

There is no direct finacial impact as a result of this request.

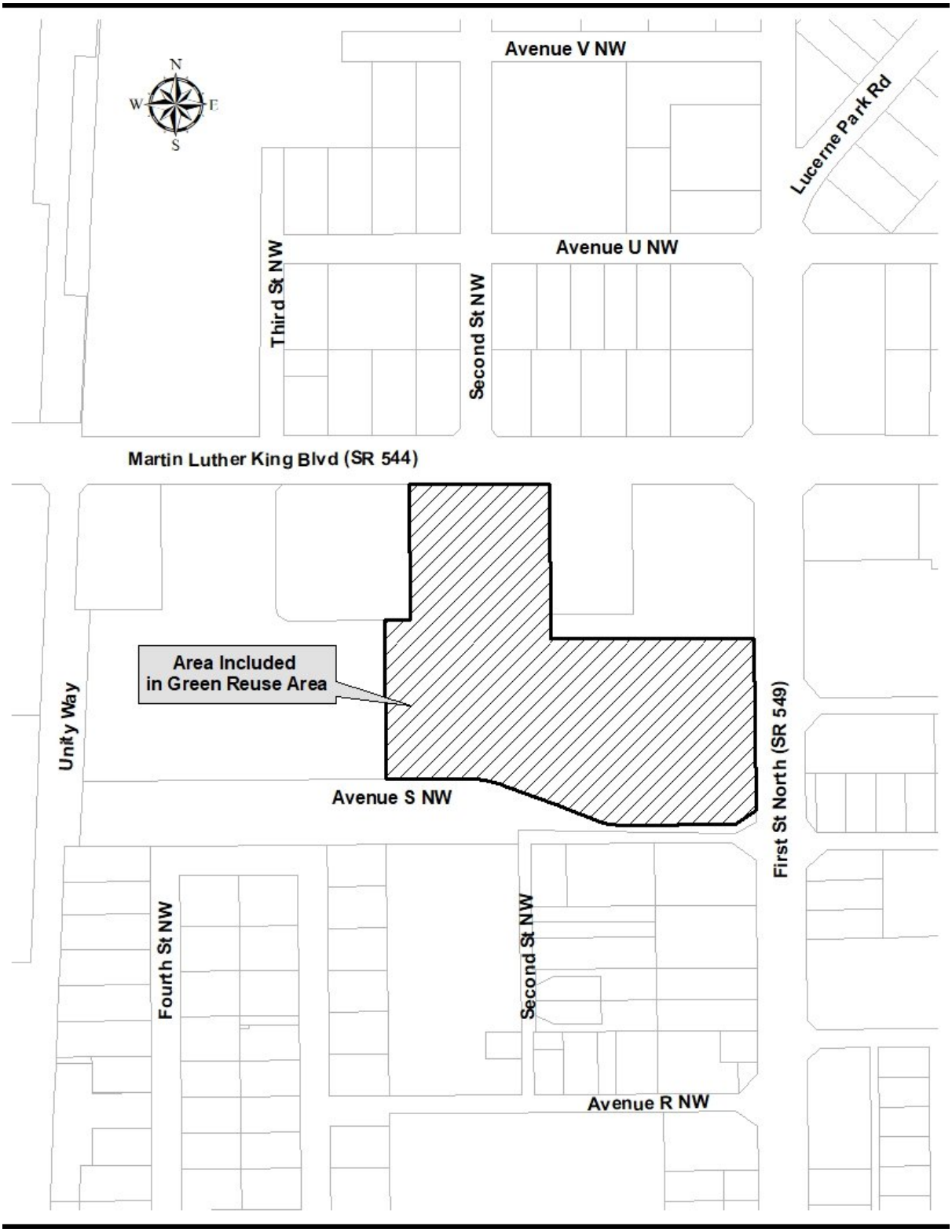
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-08.

ATTACHMENTS

- Location Map
- Resolution R-24-08

Location Map



RESOLUTION NO. R-24-08

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, DESIGNATING LAND SITUATE WITHIN THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA AS A BROWNFIELD AREA FOR THE PURPOSES OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC DEVELOPMENT; PROVIDING FOR TERMS AND CONDITIONS OF THE DESIGNATION AND IDENTIFYING THE RESPONSIBLE PERSON FOR REMEDIATION AND REHABILITATION; PROVIDING FOR TRANSMITTAL OF THE DESIGNATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR AN EFFECTIVE DATE (GENERAL LOCATION: SOUTH OF MARTIN LUTHER KING BOULEVARD NW / S.R. 544 AND WEST OF FIRST STREET NORTH / S.R. 549; THE AREA COVERED BY THIS REQUEST IS ± 5.41 ACRES)

WHEREAS, the State of Florida has provided in the *Brownfields Redevelopment Act* Chapter 97-277, Laws of Florida, as amended, codified at Sections 376.77 through 376.85, Florida Statutes (the "statute"), for the designation by resolution of certain contiguous areas consisting of one or more Brownfield sites as a "brownfield area", and for the corresponding provision of environmental remediation and economic development for such areas; and

WHEREAS, the *Brownfields Redevelopment Act* created a process whereby a local government with jurisdiction over a proposed brownfield area must, by resolution, issue notice to the Department of Environmental Protection of its decision to designate lands a brownfield area for rehabilitation; and

WHEREAS, on February 16, 2023, the City of Winter Haven received a proposal from Michael R. Goldstein as agent for Blue Winter Haven, LLC (the "Proposer"), a copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Proposal") requesting to designate a ± 5.41 acre parcel of property lying within the City's corporate limits and generally located to the South of Martin Luther King Boulevard NW / State Road 544 and East of 1st Street North / State Road 549, as a green reuse "brownfield area" under the *Brownfields Redevelopment Act*; and

WHEREAS, a local government shall designate a brownfield area under the provisions of the *Brownfields Redevelopment Act* if:

(1) A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site;

(2) Either: (a) the rehabilitation and redevelopment of the proposed brownfield

site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site, which are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and which are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment agreement required under paragraph (5)(i) of the statute; (b) the proposed brownfield site will be rehabilitated and redeveloped and will provide affordable housing as defined in section 420.0004(3), Florida Statutes; or (c) rehabilitation and redevelopment of the proposed brownfield site will result in the creation of recreational areas, conversation areas, or parks;

(3) The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.

(4) Notice of proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated made in a newspaper of general circulation in the area, at least sixteen square inches in size and posted in the affected area, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation; and

(5) The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, has held two public hearings in accordance with Sections 376.80(1)(c)2., 376.80(2)(c) and 166.041(3)(c)2., Florida Statutes, on January 22, 2024 at 6:00 P.M. and February 12, 2024 at 6:00 P.M., notice of which was timely published in *The Winter Haven Sun* as required by Sections 376.80(1)(c)2., 376.80(2)(c) and 166.041(3)(c)2., Florida Statutes, concerning the proposed brownfield area designation; and

WHEREAS, at the public hearings, the City Commission of the City of Winter Haven, Florida considered the written and oral submissions of the Proposer and the comments provided by members of the public to determine if the Proposer established the factors required under the *Brownfields Redevelopment Act*; and

WHEREAS, at the public hearings, the City Commission of the City of Winter Haven, Florida additionally considered the criteria set forth in Sections 376.80(2)(a)1.-4., Florida Statutes, namely: (i) whether the proposed brownfield area warrants economic development and has a reasonable potential for such activities, (ii) whether the brownfield area represents a reasonably focused approach and is not overly large in geographic coverage, (iii) whether the brownfield area has potential to interest the private sector in participating in remediation, rehabilitation and economic development, and (iv) whether the brownfield area contains sites or parts of sites suitable for limited recreational open space, cultural or historical preservation purpose; and

WHEREAS, in exercise of its authority, the City Commission of the City of Winter Haven, Florida, has determined it necessary and desirable to accept the proposal of Blue Winter Haven, LLC and designate a brownfield area, as shown on Exhibit "B", which is consistent with the public interest within Winter Haven, Florida; **NOW, THEREFORE:**

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

Section 1: Incorporation of Recitals.

The above recitals are hereby incorporated herein as a factual basis for the adoption of this Resolution.

Section 2: Findings.

Based on the Proposer's written and oral submissions at the public hearings, the City Commission finds that the Proposer has established the following to the standard required by Section 376.80(2)(c), Florida Statutes:

(a) Proposer is eligible to request and has requested that the City of Winter Haven, Florida designate the area described, identified and shown on Exhibit "B" (the "Subject Property") as a brownfield area under Section 376.80(2)(c), Florida Statutes;

(b) Proposer owns the Subject Property;

(c) Proposer's proposed use for the Subject Property is for rehabilitation and redevelopment to provide affordable housing with monthly rents including taxes, insurance and utilities that do not exceed 30 percent of the amount of the median annual "adjusted gross income" for households defined as "extremely-low-income persons", "very-low-income persons", "low-income persons", or "moderate-income persons", as those terms are defined in Sections 420.0004(2), 420.0004(3), 420.0004(9), 420.0004(11), 420.0004(12) and 420.0004(17), Florida Statutes;

(d) The redevelopment of the Subject Property is consistent with the City of Winter Haven Comprehensive Plan and the proposed use is permittable pursuant to Chapter 21 of the *Code of Ordinances of the City of Winter Haven, Florida*;

(e) Notice of the proposed rehabilitation of the Subject Property was posted in the affected area and provided to neighbors and nearby residents as required by the *Brownfields Redevelopment Act*, and Proposer has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation; and

(f) The Proposer has provided reasonable assurance that it has sufficient

financial resources to implement and complete a rehabilitation agreement with the Florida Department of Environmental Protection and redevelopment of the Subject Property.

Section 3: Designation of Brownfield Area.

The City Commission hereby designates the Subject Property as a Brownfield Area to be called the "Blue Winter Haven Green Reuse Area" under Section 376.80(2)(c), Florida Statutes. The legal description of the Subject Property designated as a Brownfield Area by this Resolution is:

The land referred to herein below is situated in the County of Polk, State of Florida, and described as follows:

That portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of Section 17; thence S.89°59'50"W., along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 17, a distance of 626.33 feet; thence S.00°18'50"E., a distance of 56.21 feet to the South right-of-way line of Avenue "T" for a POINT OF BEGINNING; thence S.89°54'43 "E., along said South right-of-way line, a distance of 236.94 feet; thence S.00°05'17"W., a distance of 260.00 feet; thence S.89°54'43"E., a distance of 342.64 to the West right-of-way line of 1st Street North; thence S.00°24'21"E., along said West right-of-way line, a distance of 287.96 feet; thence S.54°07'16"W., a distance of 42.98 feet; thence S.89°41'05"W., a distance of 188.96 feet to a point of curvature; thence Westerly 46.04 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 45.78 feet; thence N.69°12'47"W., a distance of 166.32 feet to a point of curvature; thence Westerly 64.45 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 64.09 feet; thence S.89°41'05"W., a distance of 134.26 feet; thence N.00°20'2l"W., a distance of 268.03 feet; thence N.89°41'05"E., a distance of 43.28 feet; thence N.00°18'50"W., a distance of 229.00 feet to the aforementioned South right-of-way line of Avenue "T" and a POINT OF BEGINNING.

Polk County Property Appraiser Parcel ID No. 26-28-17-000000-022130.

The above described lands contain 5.41 acres, more or less.

Section 4: Terms and Conditions of Designation.

The brownfield area shall be designated for environmental remediation, rehabilitation and economic development for the purposes as set forth in the *Brownfield Redevelopment Act,* Sections 376.77 through 376.85, Florida Statutes, under the following terms and conditions:

(a) Blue Winter Haven, LLC, 180 Fountain Parkway North, Suite 100, St. Petersburg, Florida 33716, (813) 514-2100, ("Responsible Person"), shall be the person responsible for the remediation and rehabilitation of the brownfield area and entering into a Brownfield Site Rehabilitation Agreement ("BSRA") with the Florida Department of Environmental Protection pursuant to Section 376.80, Florida Statutes.

(b) If the Responsible Person enters into a BSRA with the Florida Department of Environmental Protection, the Responsible Person will establish an advisory committee in compliance with Section 376.80, Florida Statutes, to improve public participation in the remediation and rehabilitation efforts. The City of Winter Haven, Florida, shall not be responsible, for establishing or coordinating an advisory committee under any circumstance, regardless if the Responsible Person enters into or does not enter into a BSRA with the Florida Department of Environmental Protection.

(c) The designation of the Subject Property as a brownfield area shall not render the City of Winter Haven, Florida, liable for any of the costs of site rehabilitation or source removal, as those terms are defined in Sections 376.79(19) and 376.79(20), Florida Statutes, or for any other costs above and beyond those costs attributable to the City's role in designating the Subject Property as a brownfield area.

Section 5: Delegation to Officers and Employees of Winter Haven.

The proper officers and employees of the City of Winter Haven, Florida are hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

Section 6: Transmittal to Florida Department of Environmental Protection.

The City of Winter Haven, Florida, hereby instructs its officers and employees to transmit a fully executed copy of this Resolution, together with a copy of the Proposal, the legal description of the designated Brownfield Area, and the statutory notice identifying the responsible person for the remediation and rehabilitation of the brownfield area and entering into a Brownfield Site Rehabilitation Agreement, to the Florida Department of Environmental Protection.

Section 7: Effective Date.

This resolution shall be immediately effective upon adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AT A DULY CALLED AND REGULARLY CONVENED PUBLIC MEETING THEREOF THIS 12th DAY OF February, 2024.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

RESOLUTION NO. R-24-08
EXHIBIT “A”
Page 1 of 97

FEBRUARY 16, 2023 PROPOSAL OF BLUE WINTER HAVEN, LLC FOR DESIGNATION OF PROPERTY LOCATED AT 2009 ANDOLINI LANE, WINTER HAVEN, FLORIDA, 33881, IDENTIFIED BY POLK COUNTY PROPERTY APPRAISER PARCEL ID NUMBER 262817000000022130, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.
Brownfields, Transactions, Due Diligence, Development, Permitting, Cleanups & Compliance

2100 Ponce de Leon Boulevard, Suite 710
Coral Gables, Florida 33134
Telephone: (305) 777-1680
www.goldsteinenvlaw.com

Brett C.Brumund, Esq.
Direct Dial: (305) 640-5300
Email: bbrumund@goldsteinenvlaw.com

February 16, 2023

Via Email Only

Mr. Sean Byers, Planning Manager
City of Winter Haven
451 Third St. NW
Winter Haven, FL 33881

Re: Request for Designation of the Property Located at 2009 Andolini Lane, Winter Haven, Florida 33881, Identified by Parcel ID Number 262817000000022130, as a Green Reuse Area Pursuant to § 376.80(2)(c), Florida Statutes

Dear Mr. Byers:

On behalf of Blue Winter Haven, LLC ("Blue Winter Haven") we are pleased to submit this Request for Designation of the property located at 2009 Andolini Lane, Winter Haven, Florida 33881, occupying the parcel with Parcel ID Number 262817000000022130 (the "Subject Property"), as a Green Reuse Area pursuant to Chapter 376.80(2)(c), Florida Statutes. When fully redeveloped as an affordable multifamily residential rental community, the Subject Property will contain 88 units in four buildings with a standalone clubhouse and community amenities will include a pool, tot lot, and a fitness center (the "Project"). The completed Project will be built at a cost of approximately $27.1 million. property cards depicting the location of the Subject Property are enclosed herein at Exhibit A.

Blue Winter Haven is requesting the designation due to the presence of contamination that exists on the Subject Property arising out of its historical agricultural use from at least 1928 until the 1980s. Agricultural use, specifically as an old citrus grove, of property is associated with the application of chemical pesticides, herbicides, and fertilizers which can accumulate in soil over time resulting in localized soil or groundwater impacts. This presence of actual contamination has complicated redevelopment for Blue Winter Haven by increasing the potential exposure to environmental and regulatory liability making it materially more expensive and time consuming to move forward. More

specifically, actual contamination at the Subject Property has complicated redevelopment efforts for Blue Winter Haven by imposing design and construction changes on the Project that would not be required but for the presence of contamination.. The designation has thus become a key part of the Project's ultimate viability by enabling Blue Winter Haven to access certain state-based regulatory and economic incentives to mitigate and manage the risk and expense associated with the Subject Property's historical use and the necessary response, if required. It is also key to furthering the sustainable reuse of this property in a growing area of Winter Haven.

In considering a request for this type of designation, a local government must evaluate and apply the criteria set forth in Chapter 376.80(2)(c), Florida Statutes. As reflected in the Statement of Eligibility incorporated herein at Exhibit B, Blue Winter Haven meets such statutory criteria. Accordingly, based on the foregoing, we respectfully request that staff recommend approval. Of course, as you evaluate the application and supporting materials, please feel free to contact us with any questions or should further information be required. Thank you.

Very truly yours,

THE GOLDSTEIN ENVIRONMENTAL LAW FIRM, P.A.

Brett C. Brumund
/bcb

Enclosures

cc: Blue Winter Haven, LLC

Exhibit A

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
Print Date: 02/17/2023

2022

Owner/Mailing Address:
SIX/TEN LLC
PO BOX 7378
WINTER HAVEN FL 33883-7378

Site Address:
OLYMPIAN WAY WINTER HAVEN 33881

26-28-17-000000-022130

** COMM NE COR OF SE1/4 OF SE1/4 OF SEC RUN S89-59-50W 626.33 FT S00-19-50E 56.21 FT TO S R/W LINE OF AVENUE T & POB

Building Characteristics

Category	Type
Category	Units / Adjustment
Base Rate Adj.	Adjustment
Depreciation Adj	Adjustment
Type / Class	Quality / Perimeter
Type / Style / Class	Quality / Perimeter

AYB	EYB	RCNLD	Norm Dpr	%Good

RCNLD - Replacement Cost New Less Depreciation

1000 Vacant Commercial

Sorry, no sketch available for this record

Card 1 of 1
Building No: -

Sales Data

Date	Q	VI	OR Bk/PG	Price	Grantor	Grantee
12/29/1999	02	V	4377 / 283	250,000	SUNTRUST BANK MID-FLORIDA NA	6/10 CORPORATION
05/01/1997	03	V	3849 / 1974	10		
01/01/1991	03	V	2938 / 1600	100		

* The Just Market Value for income properties is derived from the actual/potential income generated. As a result, the Just Market Value for properties valued by the Income approach may not be equal to the sum of the values for Land, Building, and Misc Item.

Please Note: All address, owner, legal description, and sales data is current. All other data, including buildings, extra features, land lines, value and tax information, is from 2022 tax roll. The information provided is believed to be correct but is subject to change and is not guaranteed.

**Additional lines of information pertaining to this record are not displayed due to size limitation of this report. For additional data, and definitions of terms used on this report please see:
http://www.polkpa.org/CamaDisplay.aspx?OutputMode=Display&SearchType=RealEstate&ParcelID=262817000000022130

Total Acreage:	**5.41**
Millage Code:	
Neighborhood Code:	**6666.90**
Neighborhood Adj:	

Value Summary 2022

Market Valuation Method:

Market Valuation:

Market Land Value:
Classified Land Value:
* Assd Land Value:
* Tot Bldg Value:
* Tot XF Value:
Tot Jst Value:
Market Value:

Homestead Cap:

Overall % Cap:
Cap Base Year:
HX Usage % Cap:
Prior Market:
Prior Base:
Initial Base:
Current Base:
Maximum Cap:
Market Value:
Capped Value:

Non-Homestead Cap:

Cap Base Year:
Usage % Cap:
Prior Market:
Prior Base:
Initial Base:
Current Base:
Maximum Cap:
Market Value:

Assessment Values:

Ag Land:
Homestead:
Non-Homestead:
Cap Diff:
Portability 0
Total Value:
Exemption Value:
Taxable Value:
School Taxable Val:

EXHIBIT "A"

The land referred to herein below is situated in the County of Polk, State of Florida, and described as follows:

That portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of Section 17; thence S.89°59'50"W., along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 17, a distance of 626.33 feet; thence S.00°18'50"E., a distance of 56.21 feet to the South right-of-way line of Avenue "T" for a POINT OF BEGINNING; thence S.89°54'43"E., along said South right-of-way line, a distance of 236.94 feet; thence S.00°05'17"W., a distance of 260.00 feet; thence S.89°54'43"E., a distance of 342.64 to the West right-of-way line of 1st Street North; thence S.00°24'21"E., along said West right-of-way line, a distance of 287.96 feet; thence S.54°07'16"W., a distance of 42.98 feet; thence S.89°41'05"W., a distance of 188.96 feet to a point of curvature; thence Westerly 46.04 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 45.78 feet; thence N.69°12'47"W., a distance of 166.32 feet to a point of curvature; thence Westerly 64.45 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 64.09 feet; thence S.89°41'05"W., a distance of 134.26 feet; thence N.00°20'21"W., a distance of 268.03 feet; thence N.89°41'05"E., a distance of 43.28 feet; thence N.00°18'50"W., a distance of 229.00 feet to the aforementioned South right-of-way line of Avenue "T" and a POINT OF BEGINNING.

Stacy M. Butterfield POLK
CFN# 2023009327 OR BK 12549 PG 1691 Pgs 1689-1691 01/12/2023 11:40:06 AM

Exhibit “A”
Page 7 of 97

Exhibit B

Green Reuse Area Designation Eligibility Statement

Blue Winter Haven Green Reuse Area
2009 Andolini Lane, Winter Haven, Florida 33881
Parcel ID Number: 262817000000022130

Blue Winter Haven, LLC ("Blue Winter") proposes the rehabilitation and redevelopment of real property located at 2009 Andolini Lane, Winter Haven, Florida 33881, Parcel ID Number: 262817000000022130 (the "Subject Property"), as an affordable multi-family residential rental community consisting of four buildings containing 88 units. Amenities at the community will include a pool, fitness room, tot lot and clubhouse (the "Project"). As demonstrated herein, the Project meets all five of the applicable designation criteria set forth at Section 376.80(2)(c), Florida Statutes.[1] In addition, the Subject Property meets the definition of a "brownfield site" pursuant to Section 376.79(4), Florida Statutes.

I. Subject Property Satisfies the Statutory Criteria for Designation

1. Agreement to Redevelop the Brownfield Site. As the first requirement for designation, Florida Statutes § 376.80(2)(c)(1) provides that "[a] person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site."

Blue Winter satisfies this criterion in that it owns the Subject Property and has agreed to redevelop and rehabilitate it.[2] Accordingly, Blue Winter meets this first criterion.

2. Economic Productivity. As the second requirement for designation, Florida Statutes § 376.80(2)(c)(2) provides that "[t]he rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the rehabilitation agreement or an agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement shall not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks."

Blue Winter satisfies this criterion in that the Project will result in significant economic productivity of the area. The budget for rehabilitation and redevelopment is approximately $27.1 million, which will be spent in material part on local labor, contractors, consultants, construction materials, furnishings, infrastructure improvements, and impact fees. This work will support numerous temporary construction jobs during redevelopment and the construction workers will spend a percentage of their salaries with local merchants who, in turn, will reinvest locally in their respective businesses, as well as the businesses of other local merchants.

Additionally, the recognized literature regarding the local benefits produced by the development of affordable housing developments shows that this type of development substantially contributes to the economic productivity of an area in the form of increased property taxes, stimulation of the local economy by residents, and transformation of vacant land into economically productive communities. For example, in The National Association of Home Builders' ("NAHB") landmark study, The Local Economic Impact of Typical Housing Tax Credit Developments,[3] NAHB published models that estimate the local economic benefits of family tax credit developments and elderly tax credit developments. These models capture the effect of the construction

[1] A copy of § 376.80, Florida Statutes, can be found at Attachment A to this Eligibility Statement.

[2] See Attachment B for the Special Warranty Deed.

[3] A complete copy of the NAHB report may be accessed here: https://www.novoco.com/sites/default/files/atoms/files/nahb_jobs-report_2010.pdf

activity itself, the positive economic ripple effect that occurs when income earned from construction activity is spent and recycled in the local economy, and the ongoing beneficial impacts that result from the new apartments becoming occupied by residents. On a quantitative basis, the results are even more impressive. According to the NAHB report, the estimated one-year impacts of building 100 affordable residential rental apartments include the following:

- *$7.9 million in local income*
- *122 local jobs*

According to the report, these one-year impacts include both the direct and indirect impact of the construction activity itself, and the impact of local residents who earn money from the construction activity spending part of it within the local area's economy. Moreover, on a recurring basis, the economic impacts of building 100 affordable residential rental apartments include the following:

- *$2.4 million in local income*
- *30 local jobs*

Extrapolating the NAHB model data to the redevelopment planned for the Subject Property, the year of construction and annual recurring impacts based on 88 units would be as follows:

Economic Productivity for Blue Winter Haven Development – Year of Construction

$6.9 million in local income
107 local jobs

Economic Productivity for Blue Winter Haven Development – Annually Recurring

$2.1 million in local income
26 local jobs

Because all of the units at the Subject Property will be rented to Income Eligible Households under the Low Income Housing Tax Credit program, rehabilitation and redevelopment of the Subject Property will "provide affordable housing as defined in s. 420.0004."[4] Accordingly, the employment creation threshold of at least 5 new permanent jobs is not applicable to the Project. Notwithstanding the foregoing, the Project will directly create 2 new permanent jobs on-property and Blue Winter estimates that the total number of permanent jobs in the area generated by the construction and operation of the Project will be two. For the reasons discussed herein, Blue Winter meets this second criterion.

3. Consistency with Local Comprehensive Plan and Permittable Use under Local Land Development Regulations. As the third requirement for designation, Florida Statutes § 376.80(2)(c)(3) provides that "[t]he redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations."

Blue Winter satisfies this criterion in that the Subject Property is located in a Commercial Highway (C-3) zoning district and is designated as Primary Activity Center on the City's Future Land Use Map. Both the C-3 zoning district and the Primary Activity Center future land use designation allow multi-family residential development of the type planned by Blue Winter at a density of up to 40 units per acre.[5] The Subject Property's approximately nine-acre area places the 88 units planned for the Project within this range and, accordingly, the Project as described above is specifically permitted by Code. This consistency and

[4] Please see the Invitation to Credit Underwriting the Florida Housing Finance Corporation at Attachment C evidencing that the Project will provide affordable housing.

[5] See § 21.32 of the City of City of Winter Haven Code of Ordinances; see also City of Winter Haven's 2025 Comprehensive Plan: Future Land Use Element (Adopted August 22, 2011).

permitability is further demonstrated through the City's issuance of building permits for the Project.[6] *Accordingly, the redevelopment is consistent with the local comprehensive plan and local land development regulations.*

4. Public Notice and Comment. Florida Statutes § 376.80(2)(c)(4) stipulates that "[n]otice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated, and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subsection must be posted in the affected area." Additional notice requirements pertaining to applicants other than a governmental entity can be found at Florida Statutes § 376.80(1)(c)(4)(b) and consist of publication in a newspaper of general circulation in the area, publication in ethnic newspapers or local community bulletins, and announcement at a scheduled meeting of the local governing body before the actual public hearing.

Blue Winter will satisfy all applicable notice and opportunity to comment requirements established by Florida Statutes §376.80(2)(c)(4) and § 376.80(1)(c)(4)(b) as follows:

(i) notice will be posted at the Subject Property;
(ii) notice will be published in a newspaper of general circulation;
(iii) notice will be published in the Winter Haven community bulletin section of Craigslist; and
(iv) a community meeting will be held, date and location to be announced.

All notices will contain substantially the following narrative:

Notice of Community Meeting and Public Hearings for Proposed Green Reuse Area Designation Pursuant to Florida's Brownfields Redevelopment Act

A community meeting shall be conducted, date to be announced, for the purpose of affording interested parties the opportunity to provide comments and suggestions about the potential designation of property located at 2009 Andolini Lane, Winter Haven, Florida 33881, Parcel ID Number: 26-28-17-000000-022130, as a Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes. The community meeting, location to be announced, will also address future development and rehabilitation activities planned for the site by the designation applicant, Blue Winter Haven, LLC. The community meeting is free and open to all members of the public.

Two public hearings, dates to be announced, will be held at the City Commission Chambers, located at City Hall, 451 Third Street NW, Winter Haven, Florida 33881. For more information regarding the community meeting and/or the public hearings, including dates for the public hearings, or to provide comments and suggestions regarding designation, development, or rehabilitation at any time before or after the community meeting and/or public hearings, please contact Brett C. Brumund, who can be reached by telephone at (305) 777-1682, U.S. Mail at The Goldstein Environmental Law Firm, P.A., 2100 Ponce de Leon Boulevard, Suite 710, Coral Gables, FL 33134, and/or email at bbrumund@goldsteinenvlaw.com.

Proof of publication or posting, as appropriate, will be provided to the City.

5. Reasonable Financial Assurance. As the fifth requirement for designation, Florida Statutes § 376.80(2)(c)(5) provides that "[t]he person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan."

[6] See Attachment D for the City's Zoning Verification Letter.

The total capital budget of approximately $27.1 million for the Project has been fully funded using a combination of debt and equity. Specifically, the Project will be funded by $20.2 million in low-income housing tax credit equity; a $2.75 million first mortgage; a $2 million contribution from Polk County; a $460,000 Local Government Area of Opportunity ("LGAO") Loan from the City; and a $1.6 million deferred developer fee.[7]

In addition, Blue Winter's affiliate, Blue Sky Communities, LLC ("Blue Sky"), is a sophisticated, experienced, and credentialed developer of multifamily affordable housing communities. Blue Sky's principals have more than 30 years of experience developing, financing, and managing affordable housing developments throughout Florida. Based on the current financial position of Blue Winter, its affiliate, a proven history of leveraging assets with other capital sources, an impressive track record of success, and a staff of highly experienced and sophisticated development officials, Blue Winter has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment plan. It therefore satisfies this fifth criterion.

II. Subject Property Meets the Definition of Brownfield Site

Section 376.79(4), Florida Statutes, defines "brownfield site" to mean ". . . real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination." The facts here evidence that the Subject Property falls within the definition of the term "brownfield site" in that actual contamination exists on the Subject Property likely due to its former use as a citrus grove from at least 1928 until the 1980s. A Phase I Environmental Site Assessment ("ESA") identified the historical citrus grove use as a Business Environmental Risk and recommended soil sampling to identify the presence of chemical pesticides, herbicides and fertilizers ("agrochemicals"). Citrus groves are known to have historically used agrochemicals, which may accumulate in the soil and groundwater causing localized environmental impacts. Blue Winter conducted soil sampling through a Phase II ESA on the Subject Property, as recommended by the Phase I ESA. Arsenic and dieldrin were identified in two soil samples with a concentration above Florida's Soil Cleanup Target Level ("SCTL") for residential use.[8] Dieldrin was also discovered in three soil samples with concentrations above the SCTL for leachability.

As a result of the historical use of the Subject Property, there is actual contamination that Blue Winter must carefully manage during redevelopment at great legal and financial risk. The presence of actual contamination has complicated redevelopment efforts for Blue Winter by increasing its exposure to environmental and regulatory liability, making it materially more expensive and time consuming to move forward. More specifically, actual contamination at the Subject Property has complicated redevelopment efforts for Blue Winter by imposing design and construction changes on the Project that would not be required but for the presence of contamination. The continued investigation and remediation of contamination itself adds yet another major level of complexity as it would require close and constant oversight by the Florida Department of Environmental Protection.[9] Remediation of former agricultural sites with levels of contaminants exceeding state cleanup criteria typically requires either excavation and proper disposal of impacted soils or encapsulation using engineering controls such as impervious surfaces or two feet of clean soil to prevent direct exposure. The regulatory process associated with remediation can be lengthy, complicated, uncertain,

[7] See Sources and Uses, Attachment E; see also Equity Letter at Attachment F, Mortgage at Attachment G, Polk County Contribution at Attachment H, and LGAO loan at Attachment I.

[8] See letter from Universal Engineering Sciences re: Limited Site Assessment Report at Attachment J.

[9] Due to the presence of actual contamination at the Subject Property, Blue Winter must rethink how stormwater is managed at the property and how stormwater structures, such as dry detention ponds, swales, and exfiltration trenches are built and operated. FDEP, for example, will not allow stormwater to drain through contaminated soil or into groundwater in a way that spreads an existing groundwater plume. This concern has become so acute that FDEP issued detailed guidance written to address this issue and help overcome the complexity posed by actual and potential contamination impacting redevelopment. The guidance document is enclosed at Attachment K.

and without guaranteed end points. Accordingly, Blue Winter has no assurance that as it moves forward with the Project the total cost of cleanup would not in fact ultimately exceed what is currently projected. Such uncertainty constitutes an acute form of redevelopment complexity that goes to the heart of the Florida Brownfields Program and underscores why incentives are so important for sites and projects exactly like this one.

In sum, actual contamination on the Subject Property creates a material level of regulatory, construction, and legal liability risk; complicates redevelopment efforts; and requires significant time and money for environmental, engineering, and legal consultants to properly investigate and address. Accordingly, this designation, if granted, will allow for Blue Winter to access limited but important state-based economic incentives to help underwrite the unanticipated and unbudgeted costs associated with managing the environmental risk as well as, generally, to put the Project to a more certain financial ground. In this sense, the designation will not only play a critical role in the successful redevelopment of the Subject Property, but also in the larger revitalization efforts for this area of the City of Winter Haven.

Based on all the foregoing, the Subject Property clearly falls within the definition of "brownfield site" as set forth in § 376.79(4), Florida Statutes.

III. Conclusion

Blue Winter has demonstrated that the Subject Property meets the definition of a "brownfield site" and that it satisfies the five statutory criteria for designation. Accordingly, designation of the Subject Property as the Blue Winter Haven Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida's Brownfields Redevelopment Act is appropriate.

Attachment A

Select Year: 2022 Go

The 2022 Florida Statutes (including Special Session A)

Title XXVIII
NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE

Chapter 376
POLLUTANT DISCHARGE PREVENTION AND REMOVAL

View Entire Chapter

376.80 Brownfield program administration process.—

(1) The following general procedures apply to brownfield designations:

(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.

(b) For a brownfield area designation proposed by:

1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).

2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.

(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:

1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. 403.182, of its decision to designate a brownfield area for rehabilitation for the purposes of ss. 376.77-376.86. The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. 403.182, of the designation within 30 days after adoption of the resolution.

2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 166.041, except that the procedures for the public hearings on the proposed resolution must be in the form established in s. 166.041(3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. 125.66, except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. 125.66(4)(b).

3. Right to be removed from proposed brownfield area.—If a property owner within the area proposed for designation by the local government requests in writing to have his or her property removed from the proposed designation, the local government shall grant the request.

4. Notice and public hearing requirements for designation of a proposed brownfield area outside a redevelopment area or by a nongovernmental entity. Compliance with the following provisions is required before designation of a proposed brownfield area under paragraph (2)(a) or paragraph (2)(c):

a. At least one of the required public hearings shall be conducted as closely as is reasonably practicable to the area to be designated to provide an opportunity for public input on the size of the area, the objectives for rehabilitation, job opportunities and economic developments anticipated, neighborhood residents' considerations, and other relevant local concerns.

b. Notice of a public hearing must be made in a newspaper of general circulation in the area, must be made in ethnic newspapers or local community bulletins, must be posted in the affected area, and must be announced at a scheduled meeting of the local governing body before the actual public hearing.

(2)(a) *Local government-proposed brownfield area designation outside specified redevelopment areas.*—If a local government proposes to designate a brownfield area that is outside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area, the local government shall provide notice, adopt the resolution, and conduct public hearings pursuant to paragraph (1)(c). At a public hearing to designate the proposed brownfield area, the local government must consider:

1. Whether the brownfield area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;

3. Whether the area has potential to interest the private sector in participating in rehabilitation; and

4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes.

(b) *Local government-proposed brownfield area designation within specified redevelopment areas.*—Paragraph (a) does not apply to a proposed brownfield area if the local government proposes to designate the brownfield area inside a community redevelopment area, enterprise zone, empowerment zone, closed military base, or designated brownfield pilot project area and the local government complies with paragraph (1)(c).

(c) *Brownfield area designation proposed by persons other than a governmental entity.*—For designation of a brownfield area that is proposed by a person other than the local government, the local government with jurisdiction over the proposed brownfield area shall provide notice and adopt a resolution to designate the brownfield area pursuant to paragraph (1)(c) if, at the public hearing to adopt the resolution, the person establishes all of the following:

1. A person who owns or controls a potential brownfield site is requesting the designation and has agreed to rehabilitate and redevelop the brownfield site.

2. The rehabilitation and redevelopment of the proposed brownfield site will result in economic productivity of the area, along with the creation of at least 5 new permanent jobs at the brownfield site that are full-time equivalent positions not associated with the implementation of the brownfield site rehabilitation agreement and that are not associated with redevelopment project demolition or construction activities pursuant to the redevelopment of the proposed brownfield site or area. However, the job creation requirement does not apply to the rehabilitation and redevelopment of a brownfield site that will provide affordable housing as defined in s. 420.0004 or the creation of recreational areas, conservation areas, or parks.

3. The redevelopment of the proposed brownfield site is consistent with the local comprehensive plan and is a permittable use under the applicable local land development regulations.

4. Notice of the proposed rehabilitation of the brownfield area has been provided to neighbors and nearby residents of the proposed area to be designated pursuant to paragraph (1)(c), and the person proposing the area for designation has afforded to those receiving notice the opportunity for comments and suggestions about rehabilitation. Notice pursuant to this subparagraph must be posted in the affected area.

5. The person proposing the area for designation has provided reasonable assurance that he or she has sufficient financial resources to implement and complete the rehabilitation agreement and redevelopment of the brownfield site.

(d) *Negotiation of brownfield site rehabilitation agreement.*—The designation of a brownfield area and the identification of a person responsible for brownfield site rehabilitation simply entitles the identified person to negotiate a brownfield site rehabilitation agreement with the department or approved local pollution control program.

(3) When there is a person responsible for brownfield site rehabilitation, the local government must notify the department of the identity of that person. If the agency or person who will be responsible for the coordination

changes during the approval process specified in subsections (4), (5), and (6), the department or the affected approved local pollution control program must notify the affected local government when the change occurs.

(4) Local governments or persons responsible for rehabilitation and redevelopment of brownfield areas must establish an advisory committee or use an existing advisory committee that has formally expressed its intent to address redevelopment of the specific brownfield area for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. Such advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. The person responsible for brownfield site rehabilitation must notify the advisory committee of the intent to rehabilitate and redevelop the site before executing the brownfield site rehabilitation agreement, and provide the committee with a copy of the draft plan for site rehabilitation which addresses elements required by subsection (5). This includes disclosing potential reuse of the property as well as site rehabilitation activities, if any, to be performed. The advisory committee shall review any proposed redevelopment agreements prepared pursuant to paragraph (5)(i) and provide comments, if appropriate, to the board of the local government with jurisdiction over the brownfield area. The advisory committee must receive a copy of the executed brownfield site rehabilitation agreement. When the person responsible for brownfield site rehabilitation submits a site assessment report or the technical document containing the proposed course of action following site assessment to the department or the local pollution control program for review, the person responsible for brownfield site rehabilitation must hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

(5) The person responsible for brownfield site rehabilitation must enter into a brownfield site rehabilitation agreement with the department or an approved local pollution control program if actual contamination exists at the brownfield site. The brownfield site rehabilitation agreement must include:

(a) A brownfield site rehabilitation schedule, including milestones for completion of site rehabilitation tasks and submittal of technical reports and rehabilitation plans as agreed upon by the parties to the agreement.

(b) A commitment to conduct site rehabilitation activities under the observation of professional engineers or geologists who are registered in accordance with the requirements of chapter 471 or chapter 492, respectively. Submittals provided by the person responsible for brownfield site rehabilitation must be signed and sealed by a professional engineer registered under chapter 471, or a professional geologist registered under chapter 492, certifying that the submittal and associated work comply with the law and rules of the department and those governing the profession. In addition, upon completion of the approved remedial action, the department shall require a professional engineer registered under chapter 471 or a professional geologist registered under chapter 492 to certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the department.

(c) A commitment to conduct site rehabilitation in accordance with department quality assurance rules.

(d) A commitment to conduct site rehabilitation consistent with state, federal, and local laws and consistent with the brownfield site contamination cleanup criteria in s. 376.81, including any applicable requirements for risk-based corrective action.

(e) Timeframes for the department's review of technical reports and plans submitted in accordance with the agreement. The department shall make every effort to adhere to established agency goals for reasonable timeframes for review of such documents.

(f) A commitment to secure site access for the department or approved local pollution control program to all brownfield sites within the eligible brownfield area for activities associated with site rehabilitation.

(g) Other provisions that the person responsible for brownfield site rehabilitation and the department agree upon, that are consistent with ss. 376.77-376.86, and that will improve or enhance the brownfield site rehabilitation process.

(h) A commitment to consider appropriate pollution prevention measures and to implement those that the person responsible for brownfield site rehabilitation determines are reasonable and cost-effective, taking into

account the ultimate use or uses of the brownfield site. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include goals for the reduction of releases of toxic materials.

(i) Certification that the person responsible for brownfield site rehabilitation has consulted with the local government with jurisdiction over the brownfield area about the proposed redevelopment of the brownfield site, that the local government is in agreement with or approves the proposed redevelopment, and that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Certification shall be accomplished by referencing or providing a legally recorded or officially approved land use or site plan, a development order or approval, a building permit, or a similar official document issued by the local government that reflects the local government's approval of proposed redevelopment of the brownfield site; providing a copy of the local government resolution designating the brownfield area that contains the proposed redevelopment of the brownfield site; or providing a letter from the local government that describes the proposed redevelopment of the brownfield site and expresses the local government's agreement with or approval of the proposed redevelopment.

(6) Any contractor performing site rehabilitation program tasks must demonstrate to the department that the contractor:

(a) Meets all certification and license requirements imposed by law; and

(b) Will conduct sample collection and analyses pursuant to department rules.

(7) During the cleanup process, if the department or local program fails to complete review of a technical document within the timeframe specified in the brownfield site rehabilitation agreement, the person responsible for brownfield site rehabilitation may proceed to the next site rehabilitation task. However, the person responsible for brownfield site rehabilitation does so at its own risk and may be required by the department or local program to complete additional work on a previous task. Exceptions to this subsection include requests for "no further action," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation.

(8) If the person responsible for brownfield site rehabilitation fails to comply with the brownfield site rehabilitation agreement, the department shall allow 90 days for the person responsible for brownfield site rehabilitation to return to compliance with the provision at issue or to negotiate a modification to the brownfield site rehabilitation agreement with the department for good cause shown. If an imminent hazard exists, the 90-day grace period shall not apply. If the project is not returned to compliance with the brownfield site rehabilitation agreement and a modification cannot be negotiated, the immunity provisions of s. 376.82 are revoked.

(9) The department is specifically authorized and encouraged to enter into delegation agreements with local pollution control programs approved under s. 403.182 to administer the brownfield program within their jurisdictions, thereby maximizing the integration of this process with the other local development processes needed to facilitate redevelopment of a brownfield area. When determining whether a delegation pursuant to this subsection of all or part of the brownfield program to a local pollution control program is appropriate, the department shall consider the following. The local pollution control program must:

(a) Have and maintain the administrative organization, staff, and financial and other resources to effectively and efficiently implement and enforce the statutory requirements of the delegated brownfield program; and

(b) Provide for the enforcement of the requirements of the delegated brownfield program, and for notice and a right to challenge governmental action, by appropriate administrative and judicial process, which shall be specified in the delegation.

The local pollution control program shall not be delegated authority to take action on or to make decisions regarding any brownfield site on land owned by the local government. Any delegation agreement entered into pursuant to this subsection shall contain such terms and conditions necessary to ensure the effective and efficient administration and enforcement of the statutory requirements of the brownfield program as established by the act and the relevant rules and other criteria of the department.

(10) Local governments are encouraged to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas, to help eliminate the public health and

environmental hazards, and to promote the creation of jobs and economic development in these previously run-down, blighted, and underutilized areas.

(11)(a) The Legislature finds and declares that:

1. Brownfield site rehabilitation and redevelopment can improve the overall health of a community and the quality of life for communities, including for individuals living in such communities.

2. The community health benefits of brownfield site rehabilitation and redevelopment should be better measured in order to achieve the legislative intent as expressed in s. 376.78.

3. There is a need in this state to define and better measure the community health benefits of brownfield site rehabilitation and redevelopment.

4. Funding sources should be established to support efforts by the state and local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, to evaluate the community health benefits of brownfield site rehabilitation and redevelopment.

(b) Local governments may and are encouraged to evaluate the community health benefits and effects of brownfield site rehabilitation and redevelopment in connection with brownfield areas located within their jurisdictions. Factors that may be evaluated and monitored before and after brownfield site rehabilitation and redevelopment include, but are not limited to:

1. Health status, disease distribution, and quality of life measures regarding populations living in or around brownfield sites that have been rehabilitated and redeveloped.

2. Access to primary and other health care or health services for persons living in or around brownfield sites that have been rehabilitated and redeveloped.

3. Any new or increased access to open, green, park, or other recreational spaces that provide recreational opportunities for individuals living in or around brownfield sites that have been rehabilitated and redeveloped.

4. Other factors described in rules adopted by the Department of Environmental Protection or the Department of Health, as applicable.

(c) The Department of Health may and is encouraged to assist local governments, in collaboration with local health departments, community health providers, and nonprofit organizations, in evaluating the community health benefits of brownfield site rehabilitation and redevelopment.

(12) A local government that designates a brownfield area pursuant to this section is not required to use the term "brownfield area" within the name of the brownfield area designated by the local government.

History.—s. 4, ch. 97-277; s. 3, ch. 98-75; s. 11, ch. 2000-317; s. 2, ch. 2004-40; s. 44, ch. 2005-2; s. 7, ch. 2006-291; s. 5, ch. 2008-239; s. 2, ch. 2014-114.

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Attachment B

INSTR # 2023009327
BK 12549 Pgs 1689-1691 PG(s)3
01/12/2023 11:40:06 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00
DEED DOC 13,300.00

Prepared by and return to:
Melissa N. VanSickle
Nelson Mullins Riley & Scarborough LLP
215 S. Monroe Street, Suite 400
Tallahassee, Florida 32301
850-681-6810

Tax Parcel ID Number: **26-28-17-000000-022130**

Special Warranty Deed

This Special Warranty Deed is made this 11th day of January, 20 23, between, **SIX/TEN, LLC**, a Florida limited liability company, successor by conversion with 6/10 Corporation, a Florida corporation, whose mailing address is 56 Fourth Street, NW, Suite 200, Winter Haven, Florida 33881 ("Grantor"), and **BLUE WINTER HAVEN, LLC**, a Florida limited liability company, whose mailing address 5300 West Cypress Street, Suite 200, Tampa, Florida 33607 ("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 whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns forever, all that certain real property situate in Polk County, Florida, described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to all covenants, conditions, restrictions and easements of record, if any, and taxes and assessments for the year 2023 and subsequent years.

Together with all the tenements, herediments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor, but against none other.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GRANTOR:

SIX/TEN, LLC, a Florida limited liability company

By: Six/Ten Group, LLC, a Florida limited liability company, Manager

By: _____
Name: Carl J. Strang, III
Title: President

_____
Witness Signature

Print Name Lauren Donaldson

_____
Witness Signature

Print Name Jackie S. Hoverkamp

STATE OF FLORIDA

COUNTY OF POLK

On January 5, 2023, before me, Jackie S. Hoverkamp, a Notary Public, personally appeared by means of ☐ physical appearance or ☐ online notarization, Carl J. Strang, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as President of SIX/TEN GROUP, LLC, a Florida limited liability company, the Manager of SIX/TEN, LLC, a Florida limited liability company and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

WITNESS my hand and official seal.

_____(SEAL)
(Signature of Notary)

My Commission Expires:

JACKIE S. HOVERKAMP
Commission # HH 040642
Expires November 19, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

4856-5991-1234 v.1 147454/00136

Stacy M. Butterfield POLK
CFN# 2023009327 OR BK 12549 PG 1690 Pgs 1689-1691 01/12/2023 11:40:06 AM

EXHIBIT "A"

The land referred to herein below is situated in the County of Polk, State of Florida, and described as follows:

That portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 28 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Southeast 1/4 of the Southeast 1/4 of Section 17; thence S.89°59'50"W., along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 17, a distance of 626.33 feet; thence S.00°18'50"E., a distance of 56.21 feet to the South right-of-way line of Avenue "T" for a POINT OF BEGINNING; thence S.89°54'43"E., along said South right-of-way line, a distance of 236.94 feet; thence S.00°05'17"W., a distance of 260.00 feet; thence S.89°54'43"E., a distance of 342.64 to the West right-of-way line of 1st Street North; thence S.00°24'21"E., along said West right-of-way line, a distance of 287.96 feet; thence S.54°07'16"W., a distance of 42.98 feet; thence S.89°41'05"W., a distance of 188.96 feet to a point of curvature; thence Westerly 46.04 feet along the arc of a curve to the right, said curve having a radius of 125.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 45.78 feet; thence N.69°12'47"W., a distance of 166.32 feet to a point of curvature; thence Westerly 64.45 feet along the arc of a curve to the left, said curve having a radius of 175.00 feet, a central angle of 21°06'08", and a chord bearing and distance of N.79°45'51"W., 64.09 feet; thence S.89°41'05"W., a distance of 134.26 feet; thence N.00°20'21"W., a distance of 268.03 feet; thence N.89°41'05"E., a distance of 43.28 feet; thence N.00°18'50"W., a distance of 229.00 feet to the aforementioned South right-of-way line of Avenue "T" and a POINT OF BEGINNING.

Stacy M. Butterfield POLK
CFN# 2023009327 OR BK 12549 PG 1691 Pgs 1689-1691 01/12/2023 11:40:06 AM

Attachment C

we make housing affordable™
Florida Housing
Finance Corporation

227 North Bronough Street, Suite 5000 • Tallahassee, Florida 32301
850.488.4197 • Fax: 850.488.9809 • www.floridahousing.org

Via Email

May 5, 2022

Shawn Wilson
Blue Winter Haven, LLC
5300 West Cypress Street, Suite 200
Tampa, FL 33607

Re: Invitation to Credit Underwriting
2022 Housing Credits Program
Florence Place / RFA 2021-201 / 2022-029C

Dear Mr. Wilson:

On December 10, 2021, the Board approved the Review Committee's recommendation for RFA 2021-201, and on April 29, 2022, the Board resolved all litigation involving RFA 2021-201. Your application for the above stated Development met the necessary criteria and obtained the sufficient criteria to be ranked within the tentative funding range for Housing Credits. As such, Florida Housing is extending an invitation to credit underwriting.

Section 42 of the Internal Revenue Code, as amended, requires Florida Housing to make a determination of the amount of housing credits needed for the financial feasibility and viability of the Development throughout the credit period. The credit underwriter will perform this analysis of credit need. In addition, the credit underwriter will: evaluate the past performance of the Development Team, verify and validate information within the Application, perform other credit underwriting duties, and provide its findings and recommendation with a Preliminary Recommendation Letter. Based on this letter, Florida Housing may then issue a preliminary allocation of housing credits.

Pursuant to Rule 67-48, Florida Administrative Code (FAC), you must respond to this invitation to enter credit underwriting within seven (7) calendar days from the date of this letter. If the signed Acknowledgment is not received by **May 12, 2022** this Development will forfeit its opportunity to receive a Housing Credit Allocation.

Upon receipt of the attached Acknowledgment indicating your willingness to enter credit underwriting, Seltzer Management Group, Inc. (the credit underwriter assigned to your Development) will receive notification of your acceptance via your Procorem work center. The Housing Credit underwriting fee is $13,455.00 and the Preliminary Recommendation Letter (PRL) fee is $1,708.00. These fees are due and payable within seven days from the date of this letter. These fees do not include the cost of a market study or, if required, a capital needs assessment report.

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • Mario Facella, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • David Hall • Dev Motwani

Harold "Trey" Price, Executive Director

May 5, 2022
Mr. Wilson

In light of impacts due to COVID-19, we are asking payments to be made via wire or ACH if possible. Please contact Seltzer Management Group, Inc. for wiring instructions. If sending a check, please make the check payable and submit directly to:

Seltzer Management Group, Inc.
17633 Ashley Drive
Panama City Beach, FL **32413**

All credit underwriting information required pursuant to Rule 67-48.0072 (FAC) must be submitted to the credit underwriter by close of business May 26, 2022. Failure to submit the required credit underwriting information or fees by the specified deadlines may result in withdrawal of this opportunity.

Within 14 Calendar Days, *if requested by the Corporation*, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C in order to receive a recommendation for a Housing Credit Allocation.

Pursuant to RFA 2021-201, additional information must be submitted to the Corporation by close of business on the date specified in this invitation. The required information and submission deadlines are outlined in Exhibit D of the RFA (provided with this Invitation to Credit Underwriting). Failure to provide the required information by the stated deadline may result in the withdrawal of the opportunity to enter credit underwriting.

The Preliminary Recommendation Letter for this Development will be due to the Corporation no later than 12 weeks from this invitation to credit underwriting. If the deadline cannot be met, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.

Pursuant to RFA 2021-201, the Development shall set aside a percentage of the ELI Set-Aside units as Link Units for Persons with Special Needs. At least one member of each Link unit's household shall be referred by a Special Needs Household Referral Agency (Referral Agency) with which the owner executes a Link Memorandum of Understanding (MOU) approved by the Corporation. The fully-executed MOU is due to the Corporation no later than nine (9) months from this invitation to credit underwriting. Requirements and procedures for the Link Strategy are outlined in Exhibit E of RFA 2021-201.

Please be advised that the credit underwriter will be contacting you for an additional fee for a market study which is to be conducted at the Developer's expense by disinterested parties. Pursuant to Section 42 of the IRC an acceptable comprehensive market study of the housing needs of low-income individuals in the area to be served by the Development is a requirement to obtain a housing credit allocation. A Carryover Allocation Agreement will not be issued to the Development until Florida Housing is in receipt of an acceptable market study.

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • Mario Facella, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • David Hall • Dev Motwani

Harold "Trey" Price, Executive Director

May 5, 2022
Mr. Wilson

Amanda "Mandy" Perry will be your lead Program Manager for this Development. Please be sure to address any correspondence to her. If you have any questions, please do not hesitate to call the Housing Credit staff at 850-488-4197.

Sincerely,

Melissa Levy

Melissa Levy, MAI
Multifamily Tax Credits Director

Enclosure
cc: Marisa G. Button, Managing Director of Multifamily Programs
Lisa Nickerson, Multifamily Programs Administrator
Mitch Englert, Multifamily Programs Manager
Diane Breinholt, Multifamily Programs Coordinator
Kristin Peters, Multifamily Programs Manager
Amanda Perry, Mutlifamily Programs Manager
Sarah Garner, Multifamily Programs Manager
Liz Crane, Multifamily Programs Final Cost Certification Coordinator
Freebeau Swindle, Construction Administrator
Laura Cox, Director of Asset Management and Guarantee
Kenny Derrickson, Assistant Comptroller
Elizabeth Thorp, Multifamily Rule and Special Projects Administrator
Janet Peterson, Asset Management Systems Manager
Susan Parks, Data Reporting Manger
Yoshieka Frison, Records and Information Manager
Elaine Roberts, Supportive Housing Administrator
Josh Scribner, Seltzer Management Group, Inc.
Ben Johnson, Seltzer Management Group, Inc.

Ron DeSantis, Governor

Board of Directors: Ron Lieberman, Chair • Mario Facella, Vice Chair
Ryan Benson • Dane Eagle • Sandra Einhorn • David Hall • Dev Motwani

Harold "Trey" Price, Executive Director

INVITATION TO CREDIT UNDERWRITING
RFA 2021-201 HOUSING CREDIT FINANCING FOR AFFORDABLE HOUSING DEVELOPMENTS LOCATED IN MEDIUM AND SMALL COUNTIES

ACKNOWLEDGEMENT

The undersigned hereby acknowledges and agrees to enter credit underwriting in accordance with the terms and conditions of Florida Housing's subject letter dated May 5, 2022.

Accept: ✓ Decline: _____



Signature

Shawn Wilson
Print Name

Florence Place / 2022-029C
Development Name and ID Number

05/09/2022
Date

Please upload to the **Procorem Work Center** for this development

Exhibit D – Timeline

The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline may result in the withdrawal of the invitation to enter credit underwriting, unless an extension is approved by the Corporation:

1. Within seven Calendar Days of the date of the invitation to enter credit underwriting:

    a. Respond to the invitation by accessing the development work center through the Procorem secure portal and submit the credit underwriting fee(s), which includes the CNA review fee, if applicable, as outlined in Item 4 of Exhibit C, pursuant to subparagraph 67-48.0072(4)(a)1, F.A.C.; and

    b. Verification that the Development qualifies as a USDA-eligible rural address, if applicable. Addresses can be verified by visiting https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do

2. Within 14 Calendar Days of the date of the invitation to enter credit underwriting, if requested by the Corporation, submit IRS Form 8821 for all Financial Beneficiaries as defined in Rule Chapter 67-48, F.A.C.

3. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, submit all of the following. Submission of all documents should be provided electronically to the Corporation at one time.

    a. Provide the name, mailing address, and email address of the chief elected official of the local jurisdiction where the proposed Development is located;

    b. Provide notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;

    c. Provide the Applicant's Federal Identification Number and the Employer Identification Number ("EIN") Certificate. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number.

    d. Provide the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase I Environmental Site Assessment form and, if applicable, the completed and executed Florida Housing Finance Corporation Verification of Environmental Safety Phase II Environmental Site Assessment form (Forms Rev. 11-14) which are available on the RFA Webpage. Note: If a Phase II ESA is required, but has not been completed by the stated deadline, contact Corporation staff to request an extension for submission of the Phase II ESA form;

    e. Demonstrate that electricity and roads are available to the entire proposed Development site as of the date signed by providing the following:

(1) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure form (Form Rev. 08-20) which is available on the RFA Webpage; or

(2) Documentation from the service provider that contains the Development location and is dated within 12 months of the Application Deadline. The documentation may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

f. Provide the identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined below. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter;

(1) Identify any inexperienced co-Developer(s) by providing the name, address, telephone and facsimile numbers, e-mail address, and the relationship of the co-Developer to the Applicant.

(2) Identify the General Contractor by providing the completed and executed Florida Housing Finance Corporation General Contractor or Qualifying Agent of General Contractor Certification form. Note: provide the prior experience chart, as outlined in the form.

(3) Identify the Architect by providing the completed and executed Florida Housing Finance Corporation Architect Certification form.

(4) Identify the Attorney by providing the completed and executed Florida Housing Finance Corporation Attorney Certification for Housing Credits form.

(5) Identify the Accountant by providing the completed and executed Florida Housing Finance Corporation Certification of Accountant form.

(6) Identify the Service Provider by providing the completed and executed Florida Housing Finance Corporation Service Provider or Principal of Service Provider Certification form (for Elderly ALF Developments only).

The certification forms (Forms Rev. 07-2019) are available on the RFA Webpage. Note: The use of any prior version of these forms will not be acceptable to meet this requirement.

g. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, the Tenant Selection Plan, as explained in Exhibit G, shall be submitted by the owner to the Corporation for review and approval. If a Development has a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, the Tenant Selection Plan must be sent to the Corporation for preliminary approval before sending to HUD. The waiting list section of the Tenant Selection Plan shall

establish selection preferences or a section for special admissions specifically for individuals or families who are referred by a designated Referral Agency. Note: HUD approval may take several months. HUD approval shall be demonstrated to the Corporation prior to the completion of the final credit underwriting report;

h. Provide confirmation that the owner will submit the fully executed Link MOU for the Corporation's approval within nine months of the invitation to enter into credit underwriting, as described in Exhibit E;

i. Provide confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;

j. Confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both. If the Applicant indicates that the proposed Development does not consist of Scattered Sites, but it is determined during credit underwriting that the proposed Development does meet the definition of Scattered Sites, all of the Scattered Sites requirements must have been met as of Application Deadline and, if all Scattered Sites requirements were not in place as of the Application Deadline, the Applicant's funding award will be rescinded;

k. Provide notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;

l. Provide confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:

(1) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt

financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

(2) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;

m. If there are existing occupied units as of Application Deadline, provide to the Credit Underwriter a plan for relocation of existing tenants. The plan shall provide information regarding the relocation site; accommodations relevant to the needs of the residents and length of time residents will be displaced; moving and storage of the contents of a resident's dwelling units; as well as the approach to inform and prepare the residents for the rehabilitation activities;

n. If the Applicant indicated that the proposed Development is the first phase of a multiphase Development, submit to the Corporation an opinion letter by a licensed attorney that the Development meets the definition of a "multiphase project" as defined in the Federal Register. The letter must also include: (a) the name of the declared first phase Development and the Corporation-assigned Application number, (b) the total number of phases and the projected Development name for each phase, (c) the total number of buildings in each phase, (d) the expected completion date for each phase, and (e) any other information as determined by the Corporation and stated in the invitation to enter credit underwriting;

o. If the Applicant indicated that the proposed Development is a subsequent phase of a multiphase Development, the Development's status as a subsequent phase will be verified in credit underwriting. If the Development does not qualify and the Applicant's Housing Credit request is based on such contention and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the Applicant's Competitive Housing Credit award may be rescinded; and

p. Provide confirmation that the limited partnership agreement or limited liability operating agreement will comply with the operating deficit reserve requirement outlined in Section Four A.10.c.(4) of the RFA.

4. The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been issued. Pursuant to paragraph 67-48.0072(21)(c), F.A.C., the Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the 12 week deadline cannot be met due to any delay caused by the Applicant, request an extension by submitting a written request and payment of the applicable processing fee to the Corporation;

5. The Applicant will submit the fully executed Link MOU for the Corporation's approval within nine months of the date of the invitation to enter credit underwriting, as described in Exhibit E;

6. The credit underwriting process must be complete within the timeframe outlined in Rule Chapter 67-48, F.A.C.;

7. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation; and

8. The Credit Underwriter will provide an itemized list for additional documentation including, but not limited to, the following:

    a. Information outlined in Rule Chapter 67-48.0072, F.A.C.;

    b. If the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such funding as a source of financing, the Section 538 Selection Letter sent to the Applicant by RD must be provided; and

    c. The Construction Consultant engaged by the Corporation's credit underwriter must provide the properly completed and executed Americans with Disabilities Act Certification forms certifying that the design of the proposed Development and the completed Development includes the applicable accessibility, adaptability, Visitability and universal design features required by the Corporation and proposed by the Applicant (Forms Rev. 02-20) which are available on the RFA Webpage.

9. The Credit Underwriter will also verify information submitted by the Applicant, including, but not limited to the following:

    a. The Applicant's Non-Profit status, if applicable;

    b. Each Scattered Site meets the requirements of this RFA and Section 42 of the IRC, if applicable;

    c. The proposed Development's ability to meet the Enhanced Structural Systems Construction qualifications;

    d. Calculation of eligible basis which may cause a reduction in the Housing Credit Allocation. This may include review of the location of buildings and whether all buildings are eligible for the eligible basis boost, if applicable;

    e. With the exception of Developments financed with HUD Section 811 or United States Department of Agriculture RD program, and Applicants that select the Elderly ALF Demographic Commitment, Developments that have a Housing Assistance Payment and/or an Annual Contributions Contract with HUD, must demonstrate HUD approval within a Tenant Selection Plan for an owner-adopted preference or special admissions preference specifically for individuals or families who are referred by a designated Referral Agency serving the county where the Development is located;

    f. The proposed Development's first phase or subsequent phase's status; and

    g. Review of the Total Development Cost and its effect on the Total Development Cost Per Unit Limitation.

If any of these cannot be verified, all funding awarded under this RFA may be reduced or may be rescinded if the award or the Application's eligibility status was based on such information, and/or the Applicant may be determined to have made a material misrepresentation.

10. For 9% Housing Credit, the Carryover Allocation Agreement will provide deadlines for additional documentation.

Attachment D

WINTER HAVEN
The Chain of Lakes City

September 20, 2021

Geoff Harlan
On Behalf Of: Blue Sky Communities

RE: Parcel ID# 262817-000000-022010

Dear Mr. Harlan:

The property located at the north west corner of 1st Street North and Avenue S NW (Parcel Number 262817 000000 022010) has a current Future Land Use designation of Primary Activity Center and a zoning designation of Commercial-Highway (C-3). Permitted uses for this property can be found in the Table of Land Uses (Table 21-32(A)). Development standards for this property can be found in Sections 21-36 and 21-70.

Additionally, the property is located within the First Street, North Overlay District. Please find attached a copy of the Zoning map, Future Land Use map, the Table of Land Uses, Section 21-45 C-3 Commercial-Highway, and Section 21-107 First Street, North Overlay District. Should you have any questions, feel free to contact me at (863) 291-5600.

Sincerely,

Eric Labbe
Director of Economic Opportunity & Community Investment
City of Winter Haven

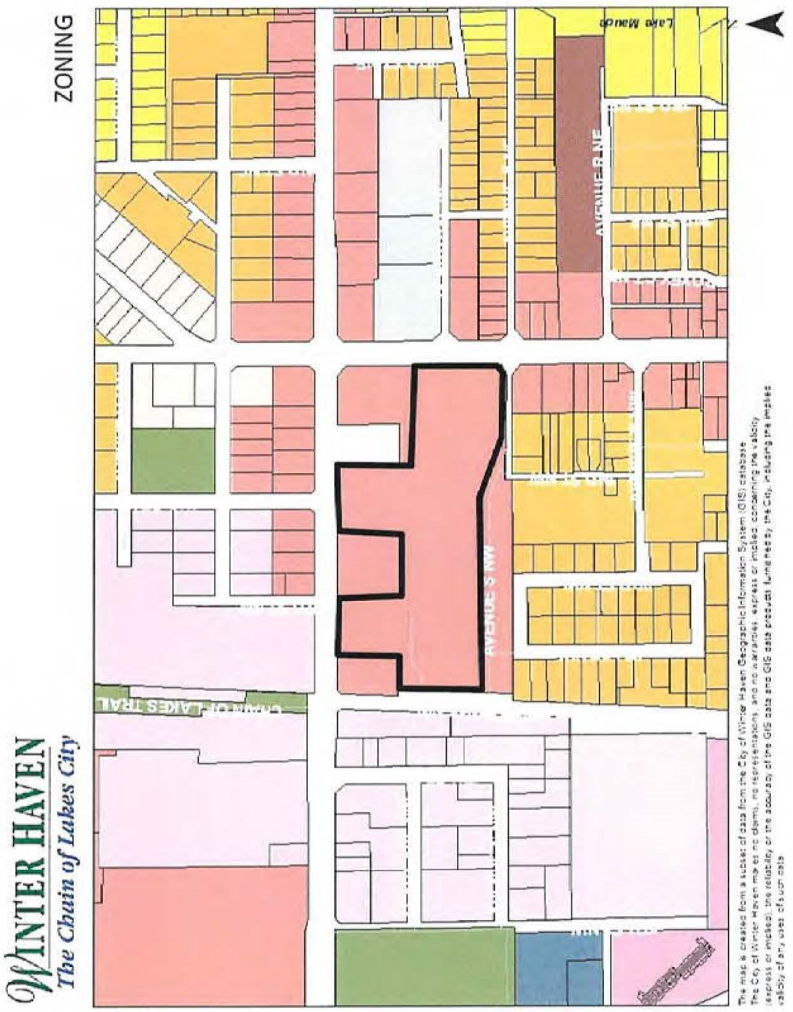


Exhibit “A”
Page 37 of 97


FUTURE LAND USE
WINTER HAVEN
The Chain of Lakes City

Sec. 21-32. - Zoning District Summary Tables.

The tables on the following pages present, in a quick-reference form, information regarding permitted and special exception land uses, and development standards for all zoning districts. These tables must be read in conjunction with the regulations for specific zoning districts in section 21-33. The allowable uses are in the far left column and zoning districts are listed across the top of the table. The key to the table is as follows:

P = Permitted use

A = Permitted accessory use

S = Special use approval required

C = Conditional use, board approval required

Note: For uses where both Accessory Use and Special Use are indicated in the table, Special Use approval is required for stand-alone uses only.

Table 21-32(A)
Table of Land Uses

Category/Use																	
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																	
Single Family Detached and Auxiliary uses	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Single family, std. construction	P	P	P	P	P	P			P									
Single family, modular home	P	P	P	P	P	P			P									
Single family, manufactured home	P							P										
Agricultural uses with house	P																	
Caretaker's Cottage															P	P	P	
Fruit stand	P	P																
Accessory Residential Unit	P	P	P	P	P	P			P									

Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P									
Limited agricultural uses with house	P	P																P
Manufactured home park								P										
Private stable, one horse per acre, limited to two horses	P	P																
RV park								S										
Servants Quarters	P	P	P															
Multiple Family Residential	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Multi-unit Residential Building					P	P	P		P	P		P						
Zero Lot Line House					P	S												
Dormitory						P	P		P							P		
Duplex, twin house					P	P			P									
Garden Apartment, atrium house					P													
Patio house					P	P			P									
Rooming House/Boarding House						S	S											
Townhouse					P	P			P	P								
Group Care Facilities	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON

Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S									
Special needs facility					S	S	P		P	P	P	P				P		
Child care facility					S	S	AS		S	P	P	P				P		
Adult day care center					S	S	AS		P	P	P	P				P		
Assisted living facility					S	P	P		P	P	P	P				P		
Foster care facility					S	S	P		P	P	P	P				P		
Group home facility					S	S	P		P	P	P	P				P		
Hospice residential unit					S	S	P		P	P	P	P				P		
Nursing Home							P		P									
Transitional Housing							S											
Lodging	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P				
Hotel/motel							S		S	P		P	P	P				
RV campground								S					P	P				
Offices/Services	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Business office						S			P	P	P	P	P	P				
Clubs, community/fraternal									P	P	P	P	P	P				
Crematorium													P	P	P			
Funeral home/mortuary									S	S	S	P	P	P				
Medical/Health-care/Dental Office							AS		P	P	P	P	P					

Personal Services							AS		P	P	P	P	P	P				
Professional Office						S	S		P	P	P	P	P	P				
Retail Commercial, No Outdoor Storage or Activities	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Antique shops									P	P	P	P	P					
Bake shop									P	P	P	P	P	P	P			
Bakery plant													P	P	P			
Convenience store									S	P	P	P	P	P	P			
Convenience store, with gas											P	P	P	P	P			
Dry cleaning drop-off site									P		P	P	P	P				
Gas station												P	P	P	P			
Laundromat—Self Service						A	AS		P		P	P	P	P				
Medical Marijuana Dispensing Facility										S	S	P	P					
Minor repair shop												P	P	P	P			
Pet services, no outdoor activities									S	P	P	P	P					
Pharmacy										S	S	P	P					
Recreation, indoor, commercial											P	P	P					
Restaurant—Conventional Sit-down.									P	P	P	P	P	P				
Cafeterias						A	A		P	P	P	P	P	P				

Delicatessens						A	P		P	P	P	P	P	P				
Restaurant—Short-order; min. seating for 20									S	P	P	P	P	P				
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20										S	S	P	P	P				
Retail sales										P		P	P					
Retail shops							AS		P	P	P	P	P	P				
Repair shop for small appliances									P	P	P	P	P					
Shopping center less than 20,000 s.f.											P	P	P	P				
Shopping center small, 20,000—50,000 s.f.											S	P	P					
Shopping center large, more than 50,000 s.f.												P	P					
Retail Commercial Outdoor Storage and Displays Allowed	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Agricultural roadside stand	P												P	P				
Artisan production, small scale									S	S	S	S	P	S				
Artisan production, large scale												S	P	P				
Automotive paint/body shop													P	P	P			

Boat and water craft sales, service and light repair												P	P	P				
Farm equipment sales													P	P				
Major automotive repairs													P	P	P			
Manufactured home sales and/or RV sales													P	P	P			
Marinas						A	A						P	P				
Mobile Food Vending									S	P	S	P	P	P	P	P	P	
Nursery with outdoor displays/storage												P	P	P				
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P				
Pet services: indoor/outdoor												P	P	P				
Private club: indoor/outdoor												P	P	P				
Recreation, outdoor, commercial												P	P	P				
Recreational vehicle sales and accessory servicing												P	P	P				
Recycling center (outdoor)														P	P			
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P				

Retail sales, outdoor activities												P	P	P				
Retail services, outdoor activities												P	P	P				
Vehicle dealership, except RVs												P	P	P				
Vehicle sales, used												P	P	P				
Vehicle repair shop													P	P				
Non-retail or Service Commercial	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard													P	P	P			
Heavy equipment sales/repair													P	P	P			
Mini-warehouse/personal storage units													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			

Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										P		P	P	P	P			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										S	S	P	P	P	P			
Light Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			

Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			
Citrus processing plant	P														P			
Cold storage and frozen food lockers														P	P			
Communication towers									S	S	S	S	S	S	S	S		
Antennas						A	A		A	S	S	S	S	S	S	S		
Concrete plant															P			
Crate and pallet plant															P			
Dairy	P													P	P			
Dry cleaning plant															P			
Industrial park															P			
Junkyard, general															P			
Junkyard for vehicles															P			
Laundry plant														P	P			
Manufacturing														P	P			
Mining	C														C			

Storage of sand/gravel/blocks													P	P			
Truck/vehicle repair for large vehicles/trucks												P	P	P			
Truck stop												P	P	P			
Public Service Facilities	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1 DBD	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Cemetery	S	S	S	S	S	S						P	P			P	P	
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P	
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P	
Hospital												P	P			P		
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P

Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Vocational/technical school												P	P	P	P	P		
University/college, small scale									S			P	P	P	P	P		
University/college, large scale												P	P	P	P	P		

(Ord. No. O-00-09, Art. 2 (2.02.02), 4-24-00; Ord. No. O-00-19, § 1, 7-10-00; Ord. No. O-00-28, § 1A, 10-2-00; Ord. No. O-01-18, § 1, 4-9-01; Ord. No. O-01-55, § 1, 10-8-01; O-01-59, Exh. A, 10-22-01; Ord. No. O-04-05, § 1(Exh. A), 2-9-04; Ord. No. O-06-96, § 1(Exh. A), 10-9-06; Ord. No. O-08-42, § 1(Exh. A), 5-12-08; Ord. No. O-10-35, § 5(Exh. A), 9-13-10; Ord. No. O-10-36, § 1(Exh. A), 9-13-10; Ord. No. O-12-08, § 3.B(Exh. C), 3-12-12; Ord. No. O-12-20, § 1, 5-29-12; Ord. No. O-13-28, § 1(Exh. A), 10-14-13; Ord. No. O-14-04, § 1(Exh. A), 4-14-14; Ord. No. O-15-19, § 1(Exh. A), 5-11-15; Ord. No. O-15-18-R, § 1, 8-24-15; Ord. No. O-17-06, § 3, 5-22-17; Ord. No. O-17-21, §§ 1, 2, 7-10-17; Ord. No. O-17-27, §§ 1, 2, 7-10-17; Ord. No. O-17-33, § 1, 10-23-17; Ord. No. O-17-40, § 1, 10-23-17; Ord. No. O-18-01, § 3, 1-22-18; Ord. No. O-18-61, § 1(Exh. A), 10-22-18; Ord. No. O-19-15, § 1, 4-22-19; Ord. No. O-19-43, § 1(Exh. A), 11-12-19; Ord. No. O-20-43, § 1, 11-9-20; Ord. No. O-21-04, § 1(Exh. A), 2-22-21)

Sec. 21-45. - C-3 Commercial-Highway.

(a) Permissible Future Land Use classifications. The C-3 zoning district may be assigned to properties designated as Primary Activity Center, Regional Activity Center, Neighborhood Activity Center, or Commercial on the City's Future Land Use Map.

(b) The purpose of the C-3, Highway Commercial zoning district is to provide locations for those business establishments which require considerable ground area, a conspicuous and accessible location, and typically have a market area greater than two (2) miles. In support of these businesses, compatible, higher density residential development within areas zoned C-3 is also appropriate. The C-3 zoning district is typically assigned to those parcels with frontages on arterial or collector streets; however, assignment of the C-3 zoning district to parcels fronting local streets may be appropriate where the parcel is in close proximity to an arterial or collector street.

(c) Permitted Development Intensity.

1. Permitted development densities for residential uses shall be as set forth in Table 21-45A.

Table 21-45A, Permitted Residential Densities		
Adopted Future Land Use Designation		*Permitted Densities (Units per gross acre)*
Primary Activity Center	Parcels up to 0.35 acres	Maximum 200
	Parcels between 0.36 acres and 0.50 acres	Maximum 150

	Parcels between 0.51 acres and 0.75 acres	Maximum 100
	Parcels between 0.76 acres and 1.00 acre	Maximum 50
	Parcels greater than 1.00 acre	Maximum 40
Regional Activity Center		Minimum 7; Maximum 28
Neighborhood Activity Center		Minimum 5; Maximum 15; Maximum 17 if within 1,320 feet of a transit route
Commercial		Maximum 7 as Accessory Use Only

2. The maximum Floor Area Ratio (FAR) for commercial uses located in the C-3 zoning district shall be as set forth in Table 21-45B.

Table 21-45B, Maximum Commercial Floor Area Ratio		
Adopted Future Land Use Designation		*Maximum Permitted FAR*
Primary Activity Center	Parcels 0.5 acres or less	6.0
	Parcels more than 0.5 acres	3.0
Regional Activity Center	Parcels less than 1.0 acre	2.0
	Parcels 1.01 acres up to 5.0 acres	1.0
	Parcels more than 5.0 acres	0.50
	Parcels adjacent to or within 1,320 feet of an existing or proposed transit route	2.0
Neighborhood Activity Center	Parcels less than 1.0 acre	1.0
	Parcels 1.01 acres up to 3.0 acres	0.75

	Parcels more than 3.0 acres	0.50
	Parcels adjacent to or within 1,320 feet of an existing or proposed transit route	1.0
Commercial	Parcels less than 1.0 acre	0.40
	Parcels 1.01 acres up to 3.0 acres	0.30
	Parcels more than 3.0 acres	0.25
	Parcels adjacent to or within 1,320 feet of an existing or proposed transit route	0.40

(d) Building form standards. All development within the C-3 zoning district shall follow the building form standards as set forth below in Table 21-45C.

Table 21-45C, C-3 Zoning District Development Standards		
Lot and Building Standard		*Requirement*
Lot Area		Minimum 5,000 square feet
Lot Width		Minimum 50 feet
Lot Depth		Minimum 100 feet
Building Setbacks	Front	Minimum 25 feet
	Side	Minimum 5 feet
	Street Side	Minimum 20 feet
	Rear	Minimum 10 feet
Building Height		Maximum 65 feet
Lot Coverage		Maximum 80 percent
Impervious Surface Ratio		Maximum 80 percent

(e) Additional development requirements.

1. See Article III of this Code for landscaping, parking, site access, stormwater, and utility connection requirements.
2. Minimum living area for residential units shall be 400 square feet of conditioned space.

(Ord. No. O-00-09, Art. 2 (2.02.03.12), 4-24-00; Ord. No. O-08-42, § 5, 5-12-08; Ord. No. O-21-04 , § 3(Exh. C), 2-22-21)

Sec. 21-107. - First Street, North Overlay District.

(a) *Intent and purpose.* The intent of this section is to adopt special development regulations on the First Street, North corridor due to economic development needs as well as recognizing its unique character. The underlying land use designations used in the area remain unchanged by the creation of this overlay. The overlay includes separate development standards than those that would otherwise apply. The development and design standards set forth in this district intend to accomplish the following purposes:

(1) Promote an attractive and inviting corridor;

(2) Provide safe and convenient access to shopping and other essential services;

(3) Promote sustainable use of limited land and investment resources by encouraging high building densities, allowing efficient shared parking areas, and ensuring multi-modal transportation access;

(4) Provide for a sufficient amount of attractive and well-maintained landscaping to complement buildings and structures within the corridor;

(5) Encourage development of attractive buildings within the corridor;

(6) Ensure unobtrusive and orderly signage that averts a garish and visually cluttered appearance along the corridor;

(7) Encourage creative designs and buildings of quality; and

(8) Promote an increased level of economic development.

(b) *First Street, North Corridor.*

(1) *Established.* A special overlay district is hereby established to be known as the First Street, North Overlay District.

(2) *Boundaries.* The First Street, North Overlay District shall include those properties lying between Second Street, NW on the west, and Second Street, NE on the east and Lee Avenue, NE, and Lake Silver on the south to Avenue U, NW and Avenue U, NE on the north, as depicted on the map attached hereto as Exhibit "A".

(3) *Illustrated design guidelines.* A separate document, the illustrated design guidelines, is attached as Exhibit "B" as a tool for use during the design phase. The written text of the Code supersedes the illustrated guidelines.

(c) *Applicability.* All development in this district shall comply with the requirements of this article. The standards and requirements set forth below shall apply to new development, any development requiring site plan approval, and conversion of the building exterior finish. For all redevelopment of parcels with existing structures that will remain, only architectural treatment requirements will apply. In addition, redevelopment of sites will be provided flexibility as long as the improved site meets the intent of these regulations, as identified in subsection (e) below. The area of development

for such projects shall be the area of the site containing buildings, additions, structures, facilities or improvements proposed by the applicant or required to serve those items proposed by the applicant.

(d) *Exemptions.* All single-family residential uses are exempt from the provisions of the First Street, North Overlay District.

(e) *Alternate design considerations.* Alternate design considerations shall be reviewed by the development review committee (DRC) for subsections (f)(3)a., (4)a., e., g., (8)a., as coordinated with FDOT, (f)(9)f., and g., to accommodate a zero lot line setback. The DRC will consider lot constraints, design that enhances the pedestrian nature of the corridor, public benefit from additional public spaces or public art, or innovative design as criteria for authorizing a variation from these regulations. For all other variance requests, the process set by the Code of Ordinances shall be followed.

(f) *Regulations.*

(1) *Building height.* Building heights within this district are encouraged to be a minimum of two (2) stories, or thirty-five (35) feet. All stories shall contain functional spaces (e.g., office, retail, residential), not mezzanine, non-functional spaces.

(2) *Building setbacks:*

Front:	0 feet minimum; 15 feet maximum
Side:	5 feet minimum
Rear:	10 feet minimum
Street side corner:	5 feet minimum; 10 feet maximum

(3) *Building design.*

a. *Building orientation.* Building placement, including the location and design of the main entrance, parking lot, and other site amenities shall be designed and implemented in a manner which creates a pedestrian safe and friendly environment. Buildings shall be oriented towards First Street, or, their primary access street, if the parcel does not front First Street. On corner lots, the building must be located at the corner. Building sides shall appear similar to their fronts. If a building side faces a residential area, the side facing the residential area shall appear similar to the front.

b. *Building mass.* Developments with a gross floor area over fifty thousand (50,000) square feet shall divide large building masses into heights and sizes that relate to human scale by incorporating changes in building mass or direction, pitched roofs, recessed entrances, or a

distinct pattern of divisions on surfaces, windows, trees, and small-scale lighting.

c. *Energy efficiency.* All new and renovated buildings are encouraged to use LEED (Leadership in Energy and Environmental Design), or similar standards, in the design and construction of structures to increase the energy efficiency of the built environment.

d. *Rooflines.* A decorative parapet or cornice shall be constructed along all flat rooflines.

e. *Pedestrian walkways.* The use of awnings, canopies, cantilevered walkways are encouraged to protect pedestrians from the weather.

f. *Building materials.* Buildings may not be clad in metal siding or plain concrete. A variety of building materials is encouraged.

g. *Variation.* Building material, architectural details, and patterns shall be varied per tenant or every seventy-five (75) feet, whichever is greater.

h. *Mechanical structures.* Mechanical structures must be screened from view using landscaping or fencing. Roof-mounted equipment shall be screened from view by a decorative parapet or cornice.

i. *Drive-through facilities.* Drive-throughs, service windows, and drive-in facilities shall not be located between the building and street and shall minimize impacts on safe pedestrian movement.

j. *Open space.* All new development in excess of eighty thousand (80,000) square feet shall be required to provide a minimum of five (5) percent of the parcel as useable open space. Landscaping requirements do not account for useable open space. The use of focal points, pocket parks, fountains, and seating areas are encouraged.

k. *Entrances.* All buildings shall include well-defined entrances facing the street at regular intervals. An operable entrance on each primary facade shall be provided to encourage access by pedestrians. Buildings on corner lots may place the entrance at the corner eliminating the need for side entrances.

l. *Windows, doors, and other openings.*

    1. *First floor.* The first floor of all new structures shall be designed in a way that a minimum of forty-five (45) percent of the length of the first-floor street frontage incorporates windows, doors, and other openings to complement pedestrian-scale activity. Structures shall have windows evenly distributed across the facade.

    2. *Upper story.* Upper-story windows, doors, and other openings shall make up at least thirty (30) percent of the wall surface.

    3. *Residential buildings.* Residential-only buildings that are identified on the approved plan may reduce the openings along the ground-floor street-facing facade to thirty (30) percent.

    4. *Storefronts.* All storefront windows shall be transparent or lightly tinted and shall not appear false or applied. Windows are also required along the sides of structures that are visible from roadways or have parking adjacent to them.

5. *Exceptions.* Exceptions to these standards may be made by the development review committee (DRC) in order to achieve compliance with LEED standards, to accommodate public art, or to allow alternative fenestration and entryway approaches provided the intent of this section is met by the building exhibiting a primary focus on pedestrian safety and access.

(4) *Vehicle parking.*

a. *Location.* Parking shall be placed on the sides and rear of buildings, in order to shield and minimize the massive appearance of the entire parking area, and in some instances, separate the parking required for mixed-use projects.

b. *CPTED.* Crime prevention through environmental design (CPTED) principles (visibility, access, security) are encouraged to be incorporated into parking lot designs.

c. *Shared parking.* Shared parking is highly encouraged.

d. *Retail parking.* The parking requirement for retail space in this district shall be 3.0 parking spaces per one thousand (1,000) square feet of building area.

e. *Impervious surfaces.* The use of pervious concrete is encouraged. For all commercial buildings with required parking of five (5) or fewer spaces, gravel of aggregate 7 or larger with a concrete driveway apron and material containing the gravel (concrete border, fencing, brickwork, etc.) is acceptable. Hard, stable surfaces still must be used to meet ADA standards. In order to increase percolation and water quality, up to ten (10) percent ISR credit may be given for the use of pervious concrete, gravel parking surfaces, and rain gardens to treat and percolate stormwater, with the final credit amount to be determined at the site plan review stage.

f. *Connections.* Developments shall provide driveway improvements and driveway "stub-outs" to property lines to facilitate existing and future interconnection of parking areas to adjacent sites. All necessary ingress/egress easements shall be recorded with the Polk County Clerk of Courts prior to final approval of the site plan.

g. *Cross access.* To allow for efficient internal traffic circulation, all parking areas shall be designed to allow cross access between adjacent parcels for both vehicles and pedestrians.

h. *Continuous drive aisle.* Cross access drives and parking areas shall be aligned to allow for a continuous drive aisle extending between parcels. The continuous drive aisle shall be a minimum of twenty-four (24) feet in width.

i. *Large lot segmentation.* Large surface parking lots shall be visually and functionally segmented into several smaller lots through the use of structures and/or landscaping as well as provide pedestrian access through the parking area to the buildings. Land devoted to surface parking lots shall be reduced, over time, through development and redevelopment or through the construction of multi-story parking facilities.

j. *Mixed-use parking.* Notwithstanding any other parking requirements set forth in the Code of Ordinance for individual land uses, when any land or building is used for two (2) or more

distinguishable purposes (i.e., joint or mixed use development), the minimum number of parking spaces required to serve the combination of all uses shall be determined in the following manner:

Multiply the minimum parking requirements for each individual use (as set forth in the table 21-142 for each use) by the appropriate percentage (as set forth below in the parking credit schedule chart) for each of the five (5) designated time periods and then add the resulting sums from each vertical column (Where the computation results in a fractional number, a fraction over one-half (½) shall require one (1) space). The column total having the highest total value is the minimum shared parking space requirement for that combination of land uses.

Parking Credit Schedule Chart

	Weekday			Weekend	
	Night Midnight to 7:00 a.m. (percent)	Day 7:00 a.m. to 5:00 p.m. (percent)	Evening 5:00 p.m. to Midnight (percent)	Day 6:00 a.m. to 6:00 p.m. (percent)	Evening Midnight to 7:00 a.m. (percent)
Residential	100%	60%	90%	80%	90%
Office/Industrial	5%	100%	10%	10%	5%
Commercial/ Retail	5%	80%	90%	100%	70%
Hotel	70%	70%	100%	70%	100%
Restaurant	10%	50%	100%	50%	100%
Entertainment/recreation (theaters, bowling alleys, bar (lounge), and similar)	10%	40%	100%	80%	100%
Day-Care Facilities	5%	100%	10%	20%	5%
All Other	100%	100%	100%	100%	100%

(5) *Bicycle parking.*

a. *Dedicated parking.* Bicycle parking shall be designated.

b. *Bicycle facility.* Bicycle parking shall be provided in a secure bicycle parking facility (i.e., bike rack).

c. *Ratio.* At least one (1) bicycle parking facility shall be provided for every non-single-family use.

d. *Location.* These areas shall be located no more than fifty (50) feet from the entrance of the building and shall be shaded.

(6) *Transit amenities.* Transit amenities shall be provided for new multifamily dwelling units and non-residential developments in coordination with city staff, FDOT, and the applicable transit agency. The shelter design is included in the design guidelines section, where applicable.

(7) *Lighting.*

a. *Illumination levels.* The illumination levels at the interior property line of the project shall not be more than 0.5 footcandles.

b. *Cutoff fixtures.* All exterior lighting fixtures, including security lighting, shall be cutoff fixtures.

c. *Direction.* All exterior lighting shall be directed away from residential areas.

d. *Energy efficiency.* All exterior lighting shall be a certified energy-efficient fixture and light source.

(8) *Access management.* The intent of this section is to provide standards for the connection of driveways and pedestrian facilities from First Street to adjoining properties. These standards are designed to maximize the operational efficiency of First Street while at the same time provide a safe operating environment for motor vehicles, pedestrians, and bicycles. All driveway permits shall be coordinated through city staff and FDOT.

a. *Connections.*

1. The minimum driveway separation for all driveways accessing First Street shall be two hundred (200) feet as measured from center of driveway to center of driveway.
2. Shared driveways shall be required for all parcels having a roadway frontage along First Street of less than one hundred (100) feet.

b. *Pedestrian circulation.*

1. All parcels shall provide a direct, ADA-compliant, pedestrian access from the public sidewalk to the entrance of the business with a minimum of a five-foot sidewalk or by clearly delineated crosswalks through the parking lot.
2. All sites shall provide opportunities to allow for direct pedestrian access to and from future abutting residential areas.
3. All crosswalks located within parking areas shall be of a different material than the general parking area and associated driveways. Crosswalks shall be discernable from the

surrounding parking lot/driveway surface and meet ADA requirements.

(9) *Landscaping.* In addition to the requirements of the landscape ordinance, the following shall apply:

a. *Florida-friendly.* All landscaping (trees, shrubbery, groundcover, etc.) shall utilize native/Florida-friendly plants. A plant list will be available for selection of appropriate species for consideration.

b. *Turf grass.* A maximum of fifty (50) percent of the landscaped area may be planted with turf grass configured with a permanent irrigation system. Turf areas shall be identified on the landscape plan. Turf grass areas shall be irrigated on separate irrigation zones from tree, shrub, and groundcover beds.

c. *Watering zones.* Installed trees and plant materials shall be grouped together with plants of the same water use needs into zones.

d. *Irrigation.*

1. All areas of landscaping shall be irrigated to ensure the healthy growth and maintenance of all plant materials.
2. Automatic controls should be a part of the total irrigation system and set with a watering schedule that will not exceed a precipitation rate of one (1) inch per week.
3. Irrigation should be regulated and operated in such a manner as to prohibit any surface runoff from excessive watering.
4. Watering of impervious surfaces is prohibited.
5. Automatic control systems shall be equipped with an operable rain sensor device.

e. *Parking lots.* Off-street parking shall include internal landscaped islands to help visually soften the impact of the pavement and provide for some shade.

f. *Impervious surfaces.* A minimum of fifty (50) percent of all impervious parking and driveway areas shall be covered by tree canopy.

g. *Buffer.* Landscape buffer dimensions and amount of planting within the buffer requirements shall meet the landscape ordinance in place at the time of site plan submittal.

(Ord. No. O-12-03, § 1, 8-27-12)

Attachment E

Florence Place Sources and Uses

PERM SOURCES	Amount	Per Unit	Percent	
1st Mortgage - Chase	2,750,000	31,250	10.14%	
Polk HOME-ARP	2,000,000	22,727	7.38%	
Winter Haven - LGAO	460,000	5,227	1.70%	
HC Equity	20,237,976	229,977	74.66%	
Deferred Dev Fee	1,659,251	18,855	6.12%	
TOTAL SOURCES	**27,107,227**	**308,037**	**100.00%**	
Paid Dev Fee	1,775,864	52%		
DDF Repaid	Year 15			

USES				Per Unit	Per SF	HC Eligible
ACQUISITION COSTS						
Land			1,900,000	21,591	23.80	-
TOTAL ACQUISITION			**1,900,000**	**21,591**	**23.80**	**-**
HARD COSTS						
Site Cost	5 acres		1,815,776	20,634	22.74	1,688,672
Vertical Cost			13,073,314	148,560	167.00	13,073,314
Subtotal Hard Costs			14,889,090	169,194	186.51	14,761,986
General Requirements		6.0%	893,345	10,152	11.19	893,345
Contractor Overhead		2.0%	297,782	3,384	3.73	297,782
Contract Profit		3.0%	446,673	5,076	5.60	446,673
Total Construction Contract			16,526,890	187,806	207.02	16,399,786
Contingency		5.0%	826,344	9,390	10.35	826,344
TOTAL HARD COSTS			**17,353,234**	**197,196**	**217.37**	**17,226,130**
FINANCING COSTS						
Perm Mortgage Orig.		1.00%	27,500	313	0.34	-
Construction Loan Orig.		0.75%	146,250	1,662	1.83	146,250
Int Res		6.00%	1,229,000	13,966	15.39	737,400
Syndicator Fees			25,000	284	0.31	-
NLP Fees for County			27,750	315	0.35	13,875
Lender App Fees			25,000	284	0.31	-
TOTAL FINANCE			**1,480,500**	**16,824**	**18.55**	**897,525**
SOFT COSTS						
Accounting			30,000	341	0.38	0
Appraisal			6,000	68	0.08	0
Market Study			6,700	76	0.08	0
Architect Design			252,060	2,864	3.16	252,060
Architect Supervision			55,100	626	0.69	55,100
Building Permit Fees			120,190	1,366	1.51	120,190
Engineering Fee			103,174	1,172	1.29	103,174
Environmental			13,157	150	0.16	13,157
FF & E, Mgt. Setup			133,377	1,516	1.67	133,377
FHFC Admin			198,000	2,250	2.48	0
FHFC App Fee			3,000	34	0.04	0
FHFC Compliance Fee			221,758	2,520	2.78	0
FHFC CU Fee			20,459	232	0.26	0
FHFC PCR			3,500	40	0.04	0
Impact Fees			-	0	0.00	0
Inspection & Servicing Fees			40,000	455	0.50	40,000
Insurance			400,000	4,545	5.01	240,000
Legal - Debt			75,000	852	0.94	37,500
Legal - Developer			175,000	1,989	2.19	131,250
Marketing - Office, Ads			10,000	114	0.13	0
Green Building Cert			21,440	244	0.27	21,440
P&P Bond			138,826	1,578	1.74	138,826
Property Taxes			38,139	433	0.48	19,069
Reserve - ODR	3 months		202,644	2,303	2.54	0
Lease up Cost			100,000	1,136	1.25	0
Soil Test Reports			31,250	355	0.39	31,250
Survey			19,875	226	0.25	19,875
Title/Recording/Doc Stamps			98,000	1,114	1.23	78,400
Utility Connection Fees			296,218	3,366	3.71	296,218
Soft Cost Contingency			125,511	1,426	1.57	125,511
TOTAL SOFT			**2,938,377**	**33,391**	**36.81**	**1,856,397**
SUBTOTAL			23,672,112	269,001	296.52	19,980,052
Developer Fee		16.00%	3,435,115	39,035	43.03	3,435,115
GRAND TOTAL			**27,107,227**	**308,037**	**339.55**	**23,415,167**

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Attachment F

RAYMOND JAMES®

October 19, 2022

Mr. Scott Macdonald
Blue Winter Haven, LLC
c/o Blue Sky Communities, LLC
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

Re: Company: Blue Winter Haven, LLC
Property Name: Florence Place
City/State: Winter Haven, FL

Dear Mr. Macdonald:

This letter will confirm our agreement ("Agreement") whereby Raymond James Affordable Housing Investments, Inc. ("RJAHI") shall attempt to effect a closing ("Closing") of an investment by a Fund sponsored by RJAHI (the "RJAHI Fund") in the above named company ("Company") on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJAHI and the RJAHI Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. **Project:**

1. New Construction
2. Units: 88.
3. Estimated Construction Start Date: January 2023.
4. Estimated Construction Completion Date: March 2024.
5. Estimated 100% Occupancy Date: June 2024.
6. Set-aside Requirements:
   a. Fourteen (14) units shall be rented to tenants at or below 30% of AMI;
   b. Sixty-one (61) units shall be rented to tenants at or below 60% of AMI;
   c. Thirteen (13) units shall be rented to tenants at or below 80% of AMI.
7. Rental Assistance: None.
8. General Contractor: To be determined.
9. Management:
   a. Company: Carteret Management Corporation.
   b. Management Fee: 6.00% of Effective Gross Income.

RJAHI may require restructuring of the set-aside to reduce risk to RJAHI and to the guarantors under the tax credit guaranty based on then current IRS interpretation of the requirements of the set-aside. In particular, it is expected that the average of the set-asides must be less than 60% of area median income so as to provide a buffer (currently targeting a cushion of 5 units) and avoid having noncompliance in a few units cause a significant or total loss in Credits. Should the IRS provide additional guidance, RJAHI, in its sole but reasonable discretion, may look to decrease the required number of cushion units, depending upon its comfort with the additional guidance.

B. **Tax Credit Information:**

1. Estimated Company Annual Credits: $2,200,000.
2. RJAHI Fund's Share of Company Annual Credits: 99.99%
3. Estimated RJAHI Fund Annual Credits: $2,199,780.
4. Applicable Fraction: 100%.
5. DDA/QCT: QCT
6. Applicable Percentage: 9.00%.
7. First Credit Year: 2024.

C. **Equity Investment**:

1. $0.92 per dollar of the RJAHI Fund Total Credits ("Credit Price"), subject to market conditions and availability of funds.

2. Estimated RJAHI Fund Total Capital: $20,237,976.
Note that actual contributions are based on actual credits delivered. If actual RJAHI Fund Total Credits are less than the estimated amount, RJAHI Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJAHI Fund Total Credits are greater than the estimated amount ("Excess Credits"), then the RJAHI Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJAHI Fund Total Capital shall not exceed 105% of the Estimated RJAHI Fund Total Capital except as provided below. The RJAHI Fund will specify the terms, if any, under which it will purchase any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the Member/Manager can accept or reject those terms. Any Excess Credits that the RJAHI Fund is unwilling to buy or that the Member/Manager is unwilling to sell at the price specified by the RJAHI Fund shall be allocated to the Member/Manager.

3. Installment Payment of Estimated RJAHI Fund Total Capital:
   a. $3,035,697 (15%) at Closing, of which $25,000 shall be paid directly to RJAHI in payment of its due diligence fee
   b. $3,035,696 (15%) at later of July 1, 2024 or Construction Completion
   c. $14,066,583 (69%) at later of January, 1, 2025 or Stabilized Operations ("Stabilization Capital Contribution")
   d. $100,000 (1%) paid when all required tax filing information, Extended Use Agreement and Forms 8609 are received and audited financials for the year of Breakeven Operations are available.

RJAHI shall pledge its interest in the Company to secure its obligations to make each Installment Payment.

All payments will be subject to various deliveries required by the RJAHI Fund as described in the definitive documents, including without limitation, updates of representations and warranties previously given to the RJAHI Fund.

"Stabilized Operations" means the date upon which all of the following events have occurred: (i) final completion of the Project and final closing of all permanent financing has occurred or will occur with payment of the Stabilization Capital Contribution, and (ii) for each of three (3) consecutive months (the last of which must end after or concurrently with Final Closing) the lesser of: (a) actual Net Operating Income, or (b) Net Operating Income determined as if "Rent" equaled 95% of the rent that would be due and payable if the Project attained 100% occupancy based on rental rates then being charged for the Project (each as determined by the Accountants and approved by RJAHI) is at least equal to 115% of the Company's Must-pay Debt Service. The subordinate portion of management fee may be excluded from this calculation. Achievement of Stabilized Operations shall be subject to the review and approval of RJAHI.

4. Timing Adjusters:

The capital contribution of the RJAHI Fund shall be reduced by 50% of the shortfall between the Credits actually delivered to RJAHI and the Credits estimated to be delivered to RJAHI in 2024 and 2025. Currently, it is estimated that the Company will deliver (i) $1,470,833 of Credits in 2024 and (iii) the maximum amount of Credits in 2025. The capital contribution of the RJAHI Fund shall be adjusted if and to the extent that the RJAHI Fund is admitted after Credits have begun to run. Credits are being run using a 12/31 calendar year end.

In the event that the actual Credits with respect to the first Credit Year are more than the Credits projected for such years, then the capital contribution of the RJAHI Fund to the Company shall be increased by an amount (the "Upward Timing Adjustment") equal to 50% of such excess; provided, that any such increase is subject to the overall limitation that RJAHI Fund Total Capital cannot exceed 105% of estimated RJAHI Total Capital without RJAHI Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the Upward Timing Adjustment is intended to address any acceleration in the delivery of the first or second year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJAHI Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

5. No adjusters shall be applicable if they result from a change in the law, transfers or other actions by RJAHI or reallocations of credits due to negative balances in RJAHI's capital account. This is specific to adjusters, not recapture.

D. **Allocation of Distributions**:

1. Asset Management Fee: The RJAHI Fund shall receive from Net Cash Flow an annual asset management fee of $5,000, increasing at 3% per year prior to any cash distributions. Should Income Averaging be selected, the annual asset management fee shall be $6,000, increasing as described above. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall

be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. Cash From Operations: Cash available to be distributed after paying Company expenses, funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJAHI Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the original amount on deposit in the Operating Reserve;
   d. To the Developer to pay any unpaid Deferred Development Fee or to return the capital contribution required under Section H.4, below;
   e. To the Member/Manager or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. To the Member/Manager or Guarantors to repay any loans due under the Completion Guaranty;
   g. 89.99% to the Member/Manager as an incentive management fee;
   h. The balance 0.01% to the Member/Manager, and 99.99% to the RJAHI Fund.

   In all events, the RJAHI Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the Member/Manager under g. and h.

   Prior to Stabilized Operations, Cash From Operations may be paid to the Member/Manager as an incentive leasing fee.

3. Cash From Sale or Refinancing: Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJAHI Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee or to return the capital contribution required under Section H.4, below;
   d. To the Member/Manager or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. To the Member/Manager or Guarantors to repay any loans due under the Completion Guaranty;
   f. To the Member/Manager (which shall have the right to waive this fee) to pay a disposition fee in the amount of 2% of the value of the property, subject to RJAHI approval;
   g. The balance, 90% to the Member/Manager and 10.00% to the RJAHI Fund

The foregoing may be adjusted based on the requirements of the soft loans. The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the

Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

In all events, the RJAHI Fund must receive at least 10% of the amount available for distributions to partners and payment of the disposition fee to the Member/Manager under f. & g.

E. **Allocations of Profits and Losses**:

1. Operating Profits and Losses: 99.99% RJAHI Fund; 0.01% Member/Manager.
2. Credits and Depreciation: 99.99% RJAHI Fund; 0.01% Member/Manager.
3. Gain or Loss on Sale: So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the Member/Manager and 10% to the RJAHI Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. Operating Income and Losses Prior to Credit Delivery: At the discretion of the RJAHI Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the Member/Manager.

F. **Developer and Development Fee:**

1. Developer: Blue Sky Developer, LLC.
2. Estimated Development Fee: $3,433,532.
3. Development Fee is currently estimated to be paid as follows:
   a. 20% of payable fee at Closing.
   b. 10% of payable fee at 50% Completion
   c. 20% of payable fee at 100% Completion.
   d. Balance at Stabilization; provided that prior to Stabilization, Cash From Operations may be used to pay the Development Fee.

   If necessary, part of the development fee, not to exceed $2,000,000, will be deferred beyond the date of the RJAHI Fund's final capital contribution installment with no interest and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 15 years after placed-in-service date, from Member/Manager's capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJAHI Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty and will be treated as a loan to the Company and paid on the same priority as operating deficit loans, so long as and to the extent that RJAHI tax counsel does not determine it causes a reallocation of losses or housing tax credits. It is currently estimated that there will be a deferred development fee in the amount of $1,654,879. To the extent an increase in the deferred fee cap is needed, due to cost overruns, RJAHI may, in its sole but reasonable discretion, increase the cap amount, so long as the amount of fee being deferred may be repaid within the compliance period.

G. **Reserves**:

1. Replacement Reserve: $26,400 per year ($300 per unit) beginning at the earlier of six months after completion of construction or the first month of Stabilized Operations, increased by 3% per year thereafter. In the aggregate, no more than $20,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJAHI Fund.
2. Operating Reserve: $189,851 (approximately three (3) months' operating expenses, debt service and replacement reserves), to be funded into the operating reserve account (the "Operating Reserve Account") at the time of and from the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Company after the mutually agreed upon due date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $20,000 shall be made only with the Consent of the RJAHI Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded first from the Operating Reserve and then under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the original Operating Reserve amount referenced above, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.
3. All reserves shall be established with a lending institution acceptable to the RJAHI Fund and shall be subject to withdrawal limitations determined by the RJAHI Fund to be appropriate to ensure the proper use of such funds.

H. **Obligations of Member/Manager**:

1. Member/Manager: Blue Winter Haven M, LLC.
2. Member/Manager Capital: $100 (estimate).
3. The Member/Manager agree that to the extent any deferred development fee has not been repaid from cash flow at the end of fifteen years from the date the property is placed in service (or at the time of removal of the Member/Manager), they will contribute sufficient capital so that the Company can pay any amount of the deferred fee outstanding at that time.
4. The Member/Manager will provide the following guaranties:
   a. **Completion Guaranty** – The Member/Manager will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:

      (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any patent or known defects;
      (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
      (3) pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJAHI Fund makes its stabilization capital contribution.

Any excess costs shall be considered a loan payable on par with the priority for payment of operating deficit loans, subject to concurrence with RJAHI tax counsel. However, the Member/Manager will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available. Contractor warranty and insurance proceeds may be used to cover the cost of or reimburse for latent defects.

The Member/Manager will also guarantee that the permanent financing, if any, will close and that the debt service on the permanent financing will not exceed an amount that would allow the Company to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or buy down of the interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty, unless absorbed by the deferral of Development Fee, but limited to the deferred development fee cap.

In the event that certain events occur, prior to RJAHI's final capital contribution, the RJAHI Fund shall have the right, after any cure periods, to require the Member/Manager to repurchase the RJAHI Fund's interest for a price that returns 100% of its investment to date plus interest and any tax liability attributable to such payment, less tax credits retained and not recaptured and the value of the losses retained and not recaptured. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the Member/Manager shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, the Member/Manager will refund an amount equal to the present value of those future credits using an 8% discount rate. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the Member/Manager shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The Member/Manager will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

The Member/Manager will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law, casualty (so long as adequate insurance is maintained), condemnation or the disposition by the RJTCF Fund of its interest.

Should there be a loss due to casualty the RJTCF Fund shall be repaid, via Cash from Operations and/or Cash From Sale or Refinancing. Additionally, RJTCF shall be repaid under the Tax Credit Guaranty if the Member/Manager (1) have failed to provide adequate insurance, pursuant to the Amended and Restated Agreement of Limited Company or (2) are otherwise in default under their obligations of maintenance and operations of the project but only if such default contributed materially to the damage caused by the casualty or (3) failed to remain in full compliance with regard to the required insurance policies. Accordingly, in the event of a loss due to casualty, all insurance proceeds will go toward the reconstruction of the project, which shall be reconstructed within a reasonable time frame and done so with reasonable coordination between the Member/Manager and RJTCF.

c. **Operating Deficit Guaranty** – Guaranty that the Company will have sufficient funds to remain current in its obligations during a specified period and that Member/Manager will make subordinated, interest-free loans to the Company to the extent necessary to meet obligations, including debt service and the funding of reserves, for the period beginning with the due date for the Stabilization Capital Contribution and ending on the anniversary of the Stabilization Capital Contribution date which (i) is not more than three (3) years following the Stabilization Capital Contribution and on which each of the following is true:

(1) In the preceding twelve consecutive months, the Company has achieved an average 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such year;
(2) The Member/Manager have not been required to make any payments or loans to the Company under the Operating Deficit Guaranty in the preceding three calendar years;
(3) The Company is current with regards to all liabilities;
(4) The Company's Replacement Reserve account balance is an amount equal to 70% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
(5) The Member/Manager have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years. Payments made for timing adjusters are not considered payments under the TCG.

(6) The balance in the Operating Reserve Account must not be less than the original amount on deposit within the Operating Reserve.

Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the Member/Manager under this Operating Deficit Guaranty will not exceed $569,553 (approximately nine (9) months' operating expenses, debt service and replacement reserves).

5. The Member/Manager shall pledge their interests in the Company to secure their obligations under the Operating Agreement.

I. **Obligations of the Guarantors:**

1. Guarantors: The Member/Manager and Cerulean Holdings, LLC.

2. Prior to the mutually agreed upon due date of RJAHI Fund's final capital contribution, Guarantors shall collectively have a minimum net worth of $5,000,000 ($1,000,000 liquid). Once the RJAHI Fund's final capital contribution is due, as mutually agreed upon, Guarantors shall collectively have a minimum net worth of $2,000,000 ($500,000 liquid). Distributions from entity guarantors shall be restricted to the extent that any distribution would reduce the net worth of the Guarantors below the prescribed minimums.

3. Subject to the limitations set forth herein, Guarantors unconditionally guarantee that the Member/Manager will perform the following obligations under the Operating agreement, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement, and section H.4. above.

4. Guarantors shall provide such due diligence information as is necessary for RJAHI to ascertain their ability to perform under the guaranty of the Member/Manager's and Developer's obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJAHI to make third-party inquiries with respect to such matters.

J. **Total Depreciable Basis:** Approximately $23,496,689.

1. Approximately $19,733,900 (83.99%) - 30 year depreciable property
2. Approximately $625,890 (2.66%) - 15 year depreciable property
3. Approximately $879,226 (3.74%) - 5 year depreciable property
4. Approximately $2,257,673 (9.61%) – Bonus depreciable property

K. **Financing**:

1. Construction Financing
   a. Lender: SouthState Bank.
   b. Amount: $20,000,000 (estimate).
   c. Rate: 5.00% (estimate).
   d. Term: Up to 24 months.

2. Permanent Financing - First Mortgage
   a. Amount: $2,730,000.
   b. Lender: Grandbridge.
   c. Funds during construction.
   d. Non-recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 15.
   g. Amortization period (years): 40.
   h. Interest rate: 6.50% (estimate).
      i. Fixed.
      ii. Annual payment: Not to exceed an amount that would result in a debt coverage ratio of less than 1.15x during the 15 year compliance period. Currently, the annual payment is estimated to equal $191,796.

3. Permanent Financing – Second Mortgage
   a. Amount: $460,000.
   b. Lender: LGAO SLFRF Funds.
   c. Funds during construction.
   d. Non-recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 20.
   g. Amortization period (years): N/A.
   h. Interest rate: Estimated to be 0.00%.
      i. Fixed.
      ii. Annual payment: Soft debt. Hard debt payments not required.

4. Permanent Financing – Third Mortgage
   a. Amount: $2,000,000.
   b. Lender: Polk HOME ARP.
   c. Funds during construction.
   d. Non-recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 17.
   g. Amortization period (years): N/A.
   h. Interest rate: Estimated to be 1.00%.
      i. Fixed.
      ii. Annual payment: Soft debt. Hard debt payments not required

L. **Additional Financing – N/A.**

M. **Schedules.**

The following preliminary schedules have been prepared by RJAHI to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. **Definitive Documents**

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Company, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJAHI will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion. RJAHI shall use the most recently negotiated Blue Sky Communities Operating Agreement (Swan Landing) as a starting point, subject to specific investor requirements.

II. INFORMATION REQUIRED BY THE RJAHI FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS

The specific information required by the RJAHI Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Company, are as follows:

A. Before closing, the RJAHI Fund will require receipt of those items set forth in Appendix A.
B. Before making its various capital contribution installments, the RJAHI Fund will require receipt of those items set forth in Appendix B.
C. The RJAHI Fund will require reports from time to time, as described in Appendix C.

III. THE RJAHI FUND EXIT RIGHTS

The RJAHI Fund shall have the right to require the Member/Manager to acquire its interest after the end of the compliance period for a price equal to the amount the RJAHI Fund would receive if the Company sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the waterfall provisions relating to distribution of sales proceeds. If the Member/Manager fails to acquire the RJAHI Fund's interest, then the RJAHI Fund shall have the right, without the concurrence of the Member/Manager, to order a sale of the Project.

The Member/Manager shall have the right to purchase the Project or the interest of RJAHI at fair market value at the end of the compliance period. Fair market value shall be an amount agreed upon by the Member/Manager and RJAHI or, if the Member/Manager and RJAHI cannot agree then determined by independent appraiser selected by the Member/Manager and reasonably acceptable to RJAHI. In determining the fair market value of RJAHI's interest the appraiser may, in its discretion take into

account the fair market value of the Project and the monetary assets and liabilities of the Company (subject to then-existing rent and other use restrictions) and determine the fair market value of the interest based on the assumption that the Company will continue as a going concern.

IV. OTHER ASSUMPTIONS TO CLOSING

1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.
2. In the event an investment in the Company requires HUD Previous Participation Certification (HUD Form 2530), the RJAHI Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.
3. RJAHI and the RJAHI Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJAHI Fund and the fund to be necessary - at the Company's expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the Member/Manager other guarantors and their affiliates, verification of background information to be provided by the Member/Manager and their affiliates, and references to be provided by the Member/Manager.
4. Satisfactory inspection of the property by RJAHI and the RJAHI Fund investors.
5. Approval by the Investment Committee of RJAHI and the RJAHI Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.
6. Availability of investment funds.
7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing date).
8. This letter is subject to SouthState Bank providing the entirety of the construction loan financing and Grandbridge providing the 1st permanent mortgage.

V. TERM

The initial term of this Agreement shall be for a period beginning on the date of this letter and ending on a date no later than March 1, 2023; provided, that RJAHI may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. The Project Owner may terminate this Agreement at any time that an impasse is reached on any provision within the Operating Agreement. This Agreement shall automatically expire if the closing has not occurred by the Termination Date; however, RJAHI may extend the Termination Date up to 90 days beyond the initial date and both parties may mutually agree in writing to an extension of more than 90 days after the initial date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJAHI Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Company during the Term of this Agreement.

The Company must provide at its expense a legal opinion acceptable to RJAHI. If required by an Investor in connection with its admission to the RJAHI Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Company expense.

VII. DUE DILIGENCE FEES

At the Closing, the Company shall pay $25,000 or greater negotiated amount to the RJAHI Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Company documents and legal opinions.

VIII. DUE DILIGENCE EXPENSES

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJAHI shall be paid by the Company regardless of whether the Company has separately obtained such reports, including without limitation: market study, appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections, credit reports and background investigations. Generally, such expenses shall be paid by the Company in connection with the Closing. If and to the extent that these expenses are paid by RJAHI, they shall be reimbursed by the Company regardless of whether or not the Investment closes, unless such failure to close was due to RJAHI inability to effect the Closing.

The Company must provide at its expense a legal opinion acceptable to RJAHI. If required by an Investor in connection with its admission to the RJAHI Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Company expense.

IX. CONFIDENTIALITY

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.

X. ACCEPTANCE

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by October 26, 2022, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Affordable Housing Investments, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the Member/Manager, Guarantors, or any significant business operation of Member/Manager or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Company.

For more than 30 years Raymond James Affordable Housing Investments and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 2,200 properties nationwide. We look forward to working with you.

Sincerely,

Sean Jones
VP - Director of Acquisitions
Raymond James Affordable Housing Investments, Inc.

Accepted:

By: Member/Manager

10-19-2022
Date

Raymond James Affordable Housing Investments, Inc.
A Subsidiary of Raymond James Financial, Inc.
880 Carillon Parkway • St. Petersburg, FL 33716
800-438-8088 Toll Free • 727-567-8455 Fax
Visit our Web Site at www.RJAHI.com

Attachment G

CHASE

October 27, 2022

Shawn Wilson, Principal
Blue Sky Communities, LLC
5300 W Cypress St #200
Tampa, Florida 33607

Re: **Florence Place**
1850 Olympian Way
Winter Haven, Polk County, 33881 Florida

Dear Mr. Wilson

Thank you for considering JPMorgan Chase Bank, N.A. ("JPMorgan Chase" or "Lender") as a potential permanent lender for the development of affordable rental housing to be known as **Florence Place** and located in Polk County, Florida. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities:	It is anticipated that South State Bank will provide a credit facility in the amount of **$19,500,000,** the proceeds of which will fund a construction loan to the Borrower. Upon meeting the conditions required for the permanent period, the Construction Loan will be paid off with LIHTC Equity and a Permanent Loan by JPMorgan Chase in an amount not to exceed **$2,740,000.**
Borrower:	Blue Winter Haven, LLC
Manager/Member:	Blue Winter Haven M, LLC
Developer:	Blue FP Developer, LLC
Project:	Florence Place will consist of a 88-unit CBS 3-Story Garden-Style family-oriented affordable rental property and located in Winter Haven, Polk County, Florida

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 300, Tampa, FL 33602
Telephone: 813.509.1194; tammy.haylock-moore@chase.com

Amount:	$2,740,000 subject to final underwriting.
Commitment Fee:	1% of the Permanent Loan amount payable at Construction Loan closing.
Interest Rate:	The interest rate for the Permanent Loan shall be locked at Construction Loan closing. The applicable interest rate shall be the 10-Year Swap plus 285 bps. Current indicative rate is **6.65% as of October 27, 2022**.
Outside Conversion Date:	The Borrower must convert to the Permanent Loan on or before 30 months from Construction Loan closing. This "Outside Conversion Date" is the Construction Loan closing date advanced by the sum of (i) the number of months of the initial Construction Loan term and (ii) the maximum number of months available under the Extension Option(s).
Failure to Convert to the Permanent Loan:	In the event the Permanent Period does not commence for any reason or does not commence on or before the Outside Conversion Date, the Borrower shall pay Lender a break funding premium equal to the greater of 1.0% of the Permanent Loan commitment amount or yield maintenance.
Permanent Loan Term:	Measured from Construction Loan closing and equal to the sum of (i) the number of months to the Outside Conversion Date and (ii) 180 months (15 years).
Amortization:	35 years
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	The Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	At least three consecutive calendar months of not less than: • 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and • 90% economic and physical occupancy. And the pro-forma forecast shows DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of not less than 1.00x in the Permanent Period. As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.
Prepayment Terms:	Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the loan

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

	balance or yield maintenance. Thereafter, prepayment will be without premium.
Escrows/Reserves:	Bank controlled escrows required for property taxes, insurance, and replacement reserves. Replacement reserve of $300/unit/year (or such higher amount as required by any other party to the transaction) funded at conversion with 3-month initial deposit. An operating reserve equal to three months of operating expenses and debt service payments, to stay in place for the life of the loan, is required or as required by the Syndicator.

We appreciate the opportunity to discuss with you the possibility of providing permanent financing for the proposed project. This letter of interest is for your and the tax credit allocating agency's information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires January 31, 2023, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Very Truly Yours,

JPMORGAN CHASE BANK, NA

Tammy Haylock-Moore, Authorized Signor

JPMorgan Chase Bank, N.A. • 100 N Tampa Street, Suite 3300, Tampa, FL 33602
Telephone: 813.483.8297; tammy.haylock-moore@chase.com

Attachment H

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005

POLK COUNTY

PHONE: 863-534-6757
FAX: 863-534-6789
www.polk-county.net

PROCUREMENT DIVISION

February 2, 2022

To: Daniel Acosta, ACRUVA Community Developers, LLC and Volunteers of America of Florida, Daniel.acosta@acruvacp.com
Shawn Wilson, Blue Sky Communities, swilson@blueskycommunities.com
Brian Seeley, Gospel, Inc., info@gospelinc.org
Frank Kendrick, NuJak Companies, Inc., fkendrick@nujak.com
Richard Crogan, SHAG Grove Manor Apartments, LLC, rcrogan@smithhenzy.com

Subject: Notice of Recommendation of Award

RFP 22-128, HOME ARP (American Rescue Plan) Funds supporting Multifamily Rental Development Projects

---

Thank you for your participation in the above referenced RFP. The Selection Committee will request the Board of County Commissioners to authorize staff to enter into contract negotiations beginning with the top three highest scored Proposers: Blue Sky Communities/Florence Place, Blue Sky Communities/Swan Landing, and SHAG Grove Manner Apartments.

Any actual Proposer who is allegedly aggrieved in connection with the pending award may contact the Procurement Director. In accordance with the Procurement Procedures any person who wishes to file a protest may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their Notice of Intent to file a protest prior to Monday, February 7, 2022, at 4:00 p.m. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims.

If you should have any questions, please do not hesitate to let me know.

Sincerely,
Michael Guerrero
Michael Guerrero
Senior Procurement Analyst
(863) 534-6749

RFP 22-128, Home ARP (American Rescue Plan) Funds supporting Multifamily Rental Development Projects

2nd Selection Committee Meeting Minutes

February 2, 2022

Selection Committee Members:

Marcia Andresen, Health & Human Services
Bridget Engleman, Health & Human Services
Nancy Hurley, Health & Human Services
Cedric Cox, Health & Human Services
George Lindsey, Commissioner

Staff: Fran McAskill, Procurement Director
Michael Guerrero, Senior Procurement Analyst
Donna Pick, Procurement Analyst
Sandra Howard, Assistant County Attorney
Tamara West, Health & Human Services

Others: Geoff Harman, Blue Sky Communities

The committee convened at 9:00 a.m. All committee members were present. Procurement scored the Proposals using the evaluation criteria and selection process, Elevation Level 2.

The scores are as follows:

Proposer	Score
Blue Sky Communities/Florence Place	474
Blue Sky Communities/Swan Landing	474
SHAG Grove Manner Apartments	384
ACRUVA	344
NuJack Companies, Inc.	324

In accordance with the RFP Selection Process Elevation Level 2, the Selection Committee collectively decided to recommend the Board authorize staff to enter into contract negotiations beginning with the top three highest scored Proposers: Blue Sky Communities/Florence Place, Blue Sky Communities/Swan Landing, and SHAG Grove Manner Apartments.

Meeting was adjourned at approximately 9:50 a.m.

Respectfully submitted,

Michael Guerrero
Chairperson / Senior Procurement Analyst

Attachment I

WINTER HAVEN
The Chain of Lakes City

September 19, 2022

Shawn Wilson
c/o Blue Sky Communities, LLC
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

RE: Florence Place - LGAO Loan Term Sheet

Dear Shawn,

On August 9, 2021, the City Commission for the City of Winter Haven, Florida (the "City") voted to award Blue Winter Haven, LLC, a Florida limited liability company, a Local Government Area of Opportunity (LGAO) loan in the amount of $460,000.00. This letter serves to outline the basic terms of the loan funding.

Borrower:	Blue Winter Haven, LLC, a Florida limited liability company
Purpose:	The purpose of the loan is to facilitate the development of an 88 unit multifamily affordable housing development, with a mixed unit-income component, to be known as Florence Place, located at 1850 Olympian Way, City of Winter Haven, approximately 5.43 acres (+/-) of parcel ID# 26-28-17-000000-022010 as assigned by the Polk County, Florida Property Appraiser (address will be assigned prior to closing) (the "Project"). The Project will be subjected to those certain requirements of Florida Housing Finance Corporation's low-income housing tax credit program, as provided in the Borrower's competitive Application No. 2022-029C for RFA 2021-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties (the "RFA").
Amount:	$460,000.00
Term:	The term of the loan will be coterminous with the first mortgage, not to exceed Twenty (20) years.

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
Telephone: 863.291.5600 ♦ Fax: 863.297.3090 ♦ www.mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

Interest Rate: Zero Percent (0%) interest rate, throughout the term of the loan unless there is a default in which case interest shall accrue at the highest rate authorized under Florida law.

Repayment: Borrower may prepay all or any portion of the loan at any time. Payments on principal and interest shall be due in full upon the expiration of the Term of the Loan, or upon payoff of any superior mortgages and/or if any outstanding loan obligations secured by any mortgages relating to the Project are refinanced in whole or in part or are determined to be in default during the term of this loan..

In addition, if at any time during the life of this loan, the borrower fails to timely pay ad valorem property taxes and/or similar assessments or if the property is removed, in whole or part, from the obligation to pay ad valorem property taxes, and/or similar assessments for any reason whatsoever, the Note /Mortgage shall immediately become due and payable. Interest shall begin accruing immediately upon such occurrence at the then highest legal rate allowed under Florida law.

Subordination: Subject to the below exceptions, the City shall agree to consent to the subordination of its loan to all other loans. The loan will be reflected by a promissory note secured by a mortgage encumbering the Borrower's fee simple interest in the property on which the Project will be constructed and operated all in a form and manner that is acceptable to the City. The mortgage shall be recorded in the Public Records of Polk County, Florida. Provided however by agreeing to subordinate the City shall not agree to subordinate, beyond a third position and/or to subordinate to any mechanic's liens or other liens filed in the Public Records of Polk County, Florida.

Recourse: The loan shall be recourse against the Borrower, the Borrower's members, and the Borrower's members respective affiliates.

Source: The City has appropriated funds in a Local Affordable Housing Trust Fund established by local Ordinance O-21-59.

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
Telephone: 863.291.5600 ♦ Fax: 863.297.3090 ♦ www.mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

Sincerely,

Mike Herr, City Manager

Cc: T. Michael Stavres, Deputy City Manager
Eric Labbe, Director of Economic Opportunity & Community Investment
Cal Bowen, Finance Director
Frederick J. Murphy, Jr. City Attorney
Bruce Lyon, President of the Winter Haven Economic Development Council
Vanessa Castillo, MMC, City Clerk

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
Telephone: 863.291.5600 ♦ Fax: 863.297.3090 ♦ www.mywinterhaven.com

Attachment J

UNIVERSAL® ENGINEERING SCIENCES

Grounded in Excellence

Geotechnical Engineering
Construction Materials Testing & Inspection
Building Code Compliance
Occupational Health & Safety
Environmental
Building Envelope

March 17, 2022

Blue Sky Communities
5300 W. Cypress Street, Suite 200
Tampa, Florida 33607

Attention: **Krystian Rozanski**
Project Development
Krozanski@blueskycommunities.com]

Reference: Limited Site Assessment Report
Florence Place Property
1850 Olympian Way
Winter Haven
UES Project No. 0140.2200065.0000
UES Report No: 1941685

Dear Mr. Rozanski:

Universal Engineering Sciences, LLC. (UES) reviewed a Phase I Environmental Site Assessment (ESA) dated January 25, 2022 for the above referenced property prepared by Environmental Property Audits, Inc. (EPAI). The ESA identified the following Recognized Environmental Condition (REC):

> The historical review identified the subject property was utilized as an orange grove from around 1928 until around 1980. The aerial photograph review revealed a dwelling and outbuilding on the north portion of the subject property. The use of the outbuilding is unknown. The outbuilding could have been utilized to store agrochemicals. Chemical storage and mixing areas can become contaminated above SCTL if discharges of these chemicals occur.

The ESA identified the following REC which UES considers to be a Business Environmental Risk (BER):

> The subject property was utilized as an orange grove from prior to 1928 to the 1980's. Aside from the information above, there was no evidence of any chemical mixing or chemical storage activities observed in the aerial photograph review. However, associated with the operations of agricultural lands is the application of soil amendments. Agrochemicals are persistent, non-mobile and tend to reside in the upper soil horizons and when applied per the manufacturers recommendations, typically do not contaminate the soils and/or groundwater in concentrations above the State Cleanup Target Levels (SCTL).

Dieldren was detected above the LSCTL in 3 soil samples. Deeper sampling did not show it to be leaching down in the soil column. Dieldren and arsenic were detected above the RSCTL in 2 samples. Additional samples could be collected to delineate the extent of impact. An altenative approach would be to resample these locations after the property has been cleared to determine if the clearing served to blend the soils to where these compounds no longer exceed the RSCTL.

Universal Engineering Sciences appreciates this opportunity to provide environmental services to Blue Star Communities and we look forward to future endeavors. Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
Universal Engineering Sciences



Michael J. Geden, P.G.
Senior Project Manager

Attachment K

FINAL DRAFT

Considerations for Stormwater Features within Contaminated Sites

Florida Department of Environmental Protection
Division of Waste Management
District & Business Support Program
Tallahassee, FL

Problem Statement:
Conditional Site Rehabilitation Completion Orders (CSRCOs) under Rule 62-780.680(2) or (3), F.A.C. may restrict construction of new and/or alteration of existing stormwater management systems (SWMS). The State supports reuse of contaminated sites and recognizes that new construction requires placement of SWMS to appropriately manage runoff from impervious surfaces. Contaminated sites may require expansion of the impervious areas (new building foundations, parking, pavement, access roads, etc.) and may trigger modification of the existing SWMS.

In the case of contaminated sites that qualify for a conditional site rehabilitation completion order (CSRCO), the planning for potential areas on the site for future SWMS is important so as not to violate the possible engineering control, or otherwise cause contamination to circumvent the control and spread contamination to either previously uncontaminated areas or offsite. If such a spread or impact occurred, it would render the CSRCO void.

Goal:
The construction or modification of SWMS should not affect contamination at the site (cause leaching from soil or mobilize the groundwater contaminant plume). In some cases, the construction of SWMS may be addressed prior to closure and the restriction removed from the CSRCO. Please note that adequate demonstration must be provided that neither the currently proposed or any future modification of the SWMS will exacerbate the contamination at the site. Potential future development including the type and location of the SWMS should be evaluated. Guidance on addressing SWMS construction prior to closure is provided below.

For situations where prior SWMS evaluation is not possible, this guidance can also assist in obtaining approval for the construction of a new or modification of an existing SWMS on a contaminated site following closure.

SWMS - Design & Best Practices at Contaminated Soil and/or Groundwater Sites in Relation to CSRCOs

The placement, design and use of stormwater structures, ponds, and pathways is a critical part of a plan to prevent the spread of pollution at known contaminated sites due to the potential to cause leaching from soils or to create a hydraulic head to spread contamination in groundwater across the site or off site to previously uncontaminated areas.

In general, stormwater structures, ponds and pathways are to be placed in previously non-contaminated areas of a site to prevent and/or reduce the possibility of causing the contamination to spread or increase due to leaching or hydraulic head conditions.

Dry Pond vs Wet Pond. Subject to comments and requirements of the SWMS reviewing agencies, as appropriate, dry ponds should be designed to recover within 72 hours of a rain event. Dry ponds with underdrains should recover within 36 hours. It is recommended that the bottom of the dry pond be at least 2 ft above the Seasonal High-Water Table (SHWT). Wet ponds have to recover to their static elevation within a certain timeframe (usually noted in the construction application) and the pond bottom is below the SHWT.

SWMS must be designed with site groundwater elevation data in mind to not adversely affect the contaminated areas of the site. A sufficient number of wells or piezometers must be used, and groundwater elevation contour maps developed to accurately demonstrate the direction of

groundwater flow at the site. The stormwater design may only be placed in specific areas in such a way to not impact or cause movement of contamination.

Further consideration is needed to evaluate the placement of engineering controls, to clearly define the appropriate or available locations for the construction of SWMS.

The following questions should be considered during the planning stages of the SWMS

- What will be the type of the future development, residential or commercial?
- Because of the land use and size as well as the underlying lithology, what type of stormwater system will work better:
    a. Wet detention system
    b. Detention with effluent filtration
    c. Lined detention pond or vault
    d. Dry system (retention pond)
    e. Underground exfiltration (subterranean gallery)
    f. Sand chimney
- What is the extent and depth of the groundwater plume in the restrictive area?
- Is the restriction for the use of groundwater and/or irrigation wells?
- Is soil contamination under an engineering control (EC) and will the EC be breached?
- Will dewatering during construction of the SWMS affect plume migration?
- How will the water from the dewatering operations be disposed (e.g., onsite management, sanitary sewer, generic permit, NPDES)?

Groundwater:

A mounding model can be used to support that a SWMS installed some distance or location away from the plume will not cause the plume to migrate. Approved models and design requirements must be consistent with the agencies responsible for reviewing the SWMS application.

Prior to Closure

a. Depth to contaminant if a demonstration is provided that groundwater is at a depth that the infiltration from the SWMS will not cause the plume to migrate, then it may be possible to remove the stormwater restriction from the CSRCO. The demonstration or modeling should be based upon the appropriate design storm event usually 100-yr/24-hour or 25-year/24-hour depending on the type of system (open or closed) and the reviewing agency requirements. The SWMS should be engineered to impact only the upper surficial aquifer.

b. Plume in relationship to confining layer – If groundwater contamination is below a competent confining layer, stormwater restrictions should not be necessary. However, language may need to be included in the CSRCO that the confining unit cannot be breached in the construction of the SWMS.

c. If construction of the SWMS will occur on top of the plume and cannot be addressed by a. or b. above, then the CSRCO can specify that any SWMS construction will require use of a liner thereby eliminating the need for subsequent Department (Waste Management) approval. Please note that lined ponds are for storage/evaporation and need to have outflow structures. The outflow should direct runoff to areas away from the contamination.

Subsequent to Closure
SWMS constructed on top of the groundwater plume will require a liner unless a. and b. from "Prior Closure Section" above can be demonstrated.

SWMS constructed upgradient, cross-gradient or downgradient, and within 500 feet of the plume will require a mounding analysis be submitted to determine if the mound intersects the plume.

Soil:
If soil contamination is present, the impact of the proposed SWMS on potential leaching or direct exposure must be addressed.

If soils exceed the Leachability Soil Cleanup Target Level (L-SCTL), Synthetic Precipitation Leachate Procedure (SPLP, EPA Method SW-846-1312) testing can be conducted prior to closure to demonstrate that the contamination will not leach and the restriction on SWMS can be removed. An appropriate number of samples should be collected from different lithologies and the highest concentrations within those lithologic units used in the SPLP analysis. A minimum of three samples per lithologic unit is recommended, but additional samples may be required depending on the size of the impacted area.

If a dry pond is to be constructed on top of soil that exceeds the direct exposure soil cleanup target level, the pond bottom must have an engineering control in place to mitigate the exposure risk. This could be in the form of a 2-foot clean fill barrier, impermeable liner, or the use of an alternative soil cleanup target level for an appropriate exposure scenario. The control would be included in the Institutional Control Registry and documented in the CSRCO.

Dewatering
Pursuant to Rule 62-621.300(2), F.A.C., coverage under this generic permit constitutes authorization to discharge groundwater from dewatering operations through a point source to surface waters of the State. Please ensure that the parameters of concern in the groundwater restricted area are below the surface water criteria. See Chart 1 below.

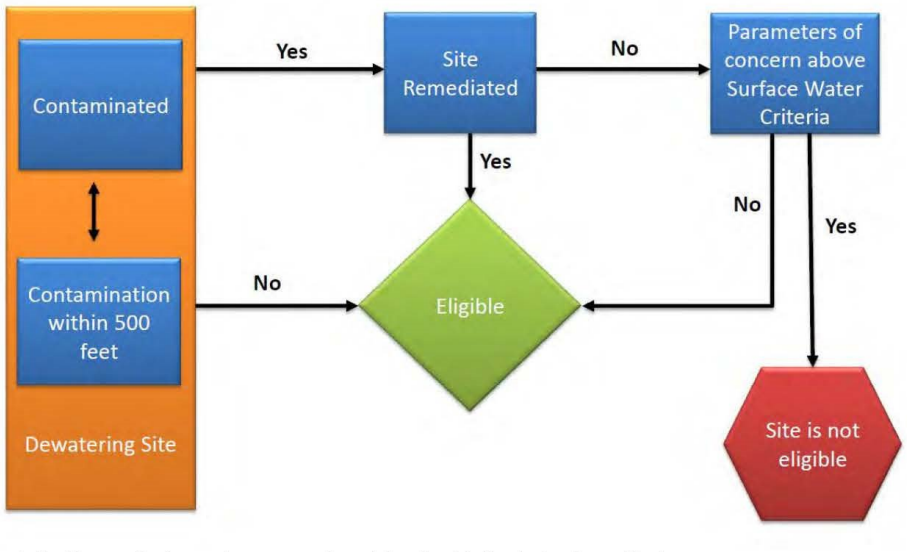


Chart 1. Decision tree for dewatering at contaminated sites. Provided by the Southwest District.

If the site does not qualify for a non-contaminated site permit, then an option is to contact the appropriate lead government agency for approvals to discharge to the sanitary sewer. The Dewatering permit is processed by DEP District Offices.

Further Consideration

It may be prudent to label areas acceptable and non-acceptable to stormwater structures, ponds, and pathways as part of the draft CSRCO Process. This in effect would be a secondary restrictive area(s) for non-acceptable future stormwater structure construction zones. The primary restrictive area would be the contaminated area(s) itself. Each CSRCO site would have specific maps which specifically designates these areas and defines the extent of contamination and the restricted area(s). The secondary restrictive area map would create a future stormwater use map for each site.

For additional information please contact Lynn Walker at Lynn.Walker@floridadep.gov or 850-245-7502. You may also contact the contributors listed below.

References:

a. *Operating Agreement Concerning Regulations under Part IV, Chapter 373 F.S. between SWFWMD and DEP*
b. *SWFWMD Environmental Resource Permit Applicant Handbook Volume II, effective June 1, 2018*
c. *DEP-NWFWMD ERP References and Design Aids*

Contributors

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Tallahassee, Florida 32399
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Temple Terrace, FL 33637
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Dale.Melton@floridadep.gov

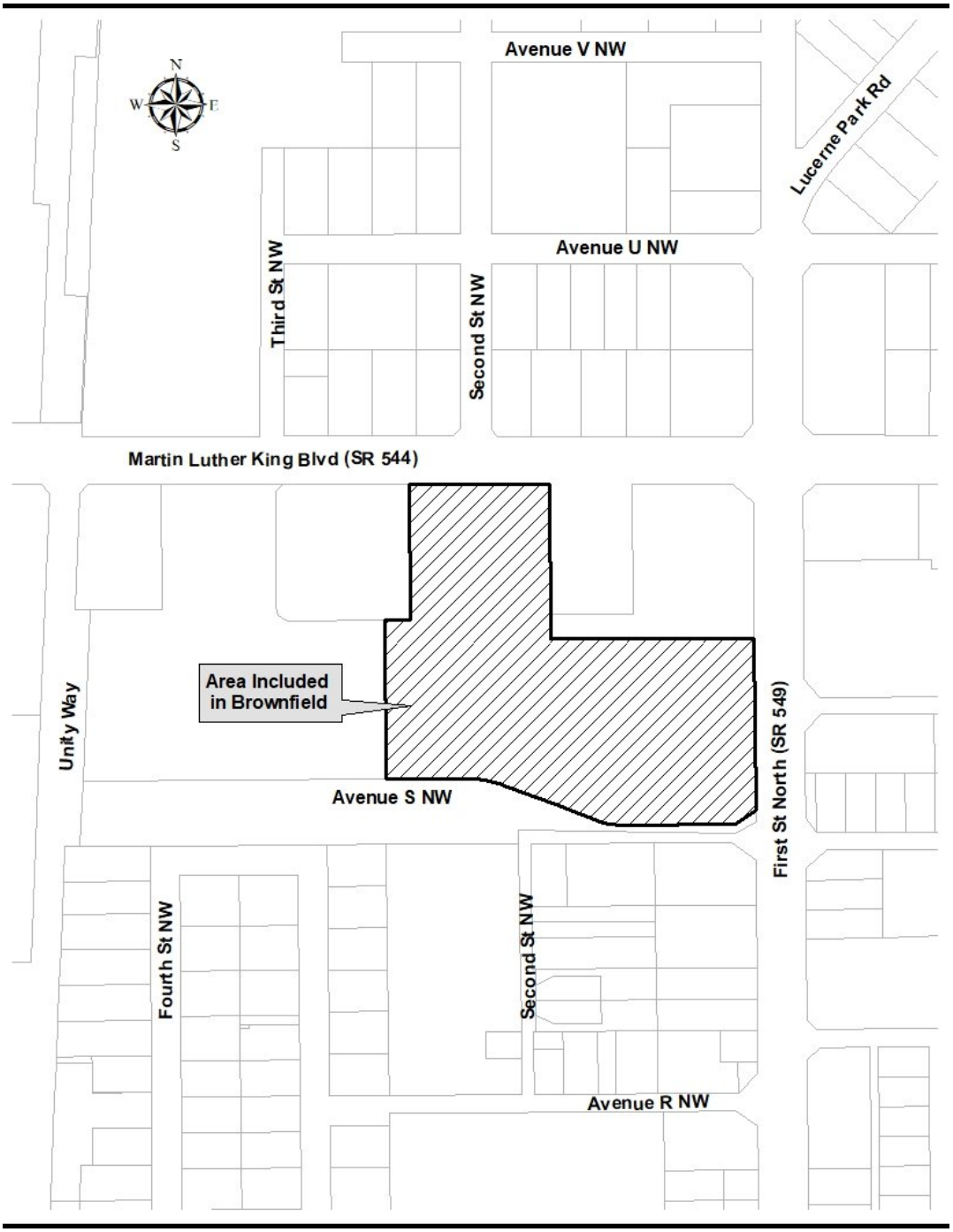
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Office: 561-681-6640
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Missy Palcic, Professional Engineer III
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FDEP - Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, FL 32256
904-256-1542
Craig.Parke@FloridaDEP.gov

RESOLUTION R-24-08
EXHIBIT “B”

MAP OF DESIGNATED BROWNFIELD AREA



DATE: January 11, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Deputy City Manager
Brittany Hart, Public Works Director
Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: R-24-09: Agreement with the Department of Commerce for Community Planning Technical Assistance Grant for Transportation Master Planning

---

BACKGROUND

The Florida Department of Commerce has awarded the City a Community Planning Technical Assistance grant applied for in 2023. This grant was applied for to help fund the development of a Transportation Master Plan for the City. This effort will involve substantial data collection and analysis, including projected population counts and employment data, analysis of the current and future transportation network, and a view of the network's level of service (LOS), both as it exists today and forecasted through 2045 and at the projected buildout of the City.

Using this analysis, the City will develop recommendations for roadway improvements, intersection hotspots, roadway classifications, and LOS standards, as appropriate. This will position the City to continue to target transportation system improvements ahead of population growth through buildout.

FINANCIAL IMPACT

The agreement will reimburse up to $75,000, nearly 80% of the overall project cost.

RECOMMENDATION

Staff recommends the City Commission approve R-24-09 authorizing the City Manager or his designee to execute Agreement P0495 with the Florida Department of Commerce and take any additional actions necessary thereto.

ATTACHMENTS

- R-24-09
- P0495 Agreement with FDOC

RESOLUTION NO. R-24-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING THAT CERTAIN COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF COMMERCE AND THE CITY OF WINTER HAVEN UNDER GRANT AGREEMENT NUMBER P0495 FOR FUNDING FOR THE PREPARATION OF A TRANSPORTATION MASTER PLAN AND ANY AMENDMENTS AND/OR RELATED SUPPLEMENTAL AGREEMENTS AND AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE SAID GRANT AGREEMENT AND ANY AMENDMENTS AND/OR RELATED SUPPLEMENTAL AGREEMENTS, AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING SAID GRANT AGREEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS; FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the residents and citizens of the City of Winter Haven for the City to enter into a Community Planning Technical Assistance Grant Agreement under Grant Agreement Number P0495 with the Florida Department of Commerce to provide funds for the preparation of a Transportation Master Plan in the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That Community Planning Technical Assistance Grant Agreement with the Department of Commerce under Agreement Number P0495 for funding to provide funds for the preparation of a Transportation Master Plan, and related matters as described in the Grant Agreement's Scope of Work, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved.

3. That the City Manager, or his designee, and all other appropriate City officials are authorized to execute on behalf of the City of Winter Haven, the Community Planning Technical Assistance Grant Agreement under Agreement Number P0495 with the Department of Commerce for the purposes set forth hereinabove and to execute any necessary further amendments and/or related Supplemental Agreements and to take all other necessary actions relating to the referenced Grant Agreement with the Department of Commerce and the Project.

4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of

competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

5. Any sections of this Resolution may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

6. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

7. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 22nd day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT AGREEMENT STATE OF FLORIDA DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Winter Haven, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E**: SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

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This Agreement is a **cost reimbursement** agreement. Commerce shall pay Grantee up to ***Seventy-Five Thousand Dollars and Zero Cents ($75,000.00)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

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1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

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with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

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of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

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accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

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words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

   a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

   b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

   c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

   a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

   b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

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unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that and Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

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4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

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notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

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shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY *(Not applicable)*

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

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of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

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2. Section 448.095, F.S., requires the following:

   a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that

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Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

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Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

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M.J. Carnevale
451 Third St. NW
Winter Haven, Florida 33881
Telephone: 863-291-5613
mcarnevale@mywinterhaven.com

FLORIDACOMMERCE's Agreement Manager:

Cristin Beshears
Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8486
Facsimile: (850) 717-8522
Email: Cristin.Beshears@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**CITY OF WINTER HAVEN, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**T. Michael Stavres**
Title	**Secretary**	**Title**	**City Manager**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 23401, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** Grantee shall prepare a City of Winter Haven Transportation Master Plan (Transportation Master Plan) that includes an Executive Summary and chapters addressing Population and Employment Forecast, Transportation Data, Transportation Needs, Recommendations and Intersection Hotspots.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

   A. **Deliverable 1.** ***Population and Employment Forecast; Transportation Data, Subcontract or Notice***

      Grantee shall:

      1. Prepare a draft Transportation Master Plan chapter titled "Population and Employment Forecast" that includes the following information for the City of Winter Haven: (1) population estimates (year 2022) and projections (year 2045 and buildout year) based upon professionally acceptable methodology and assumptions; (2) employment estimates (year 2022) and projections (year 2045 and buildout year) based upon professionally acceptable methodology and assumptions; (3) assignment of the population and employment to traffic analysis zones within the Polk Transportation Planning Organization's 2045 Long Range Transportation Plan Traffic Analysis Zone Structure to allow for use of the Florida Department of Transportation District 1 Travel Demand Forecast Model; (4) a written narrative summary explaining the professional acceptability of the methodologies and assumptions utilized in the chapter; and (5) identification of and basis for assumptions related to persons per household, number of residential dwelling units per acre and number of employees per square foot of employment generating land use. The Population and Employment Forecast chapter may include any other information as deemed appropriate by the Grantee. "Buildout year" means the year in which there is assumed to be no undeveloped vacant developable land in the City of Winter Haven.

      2. Prepare a draft Transportation Master Plan chapter titled "Transportation Data" that includes the following information in tables or maps for the City of Winter Haven: (1) identification of existing (year 2022) and planned (year 2045 and buildout) roadway segments by functional classification, number of lanes, City of Winter Haven adopted level of service standards and applicable designed vehicle capacity of the standards; (2) identification of existing (year 2022)

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and projected (year 2045 and buildout year) number of vehicle trips for roadway segments based upon professionally acceptable methodology and assumptions; (3) identification of existing (year 2022) and planned (year 2045 and buildout year) roadway intersection adopted (or nonadopted) level of service standards and applicable designed vehicle capacity of the standards. The Transportation Data chapter shall include a written narrative summary explaining the professional acceptability of the methodologies and assumptions for the projected vehicle trips utilized in the chapter. The Transportation Data chapter may include any other information as deemed appropriate by the Grantee. "Buildout year" means the year in which there is assumed to be no undeveloped vacant developable land in the City of Winter Haven.

3. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. ***Transportation Needs; Subcontract or Notice***

Grantee shall:

1. Prepare a draft Transportation Master Plan chapter titled "Transportation Needs" that includes the following information in tables or maps for the City of Winter Haven: (1) identification of existing (year 2022) and projected (year 2045 and buildout year) operating level of service of roadway segments and whether the roadway segment meets or does not meet the adopted level of service standards for year 2022, year 2045 and buildout year; and (2) identification of roadway improvements (type and timing of improvement) needed to achieve and maintain the adopted level of service standards of roadway segments. The level of service analysis shall be based upon the following: (1) results of Deliverable 1; and (2) Florida Department of Transportation 2023 Multimodal Quality/Level of Service Handbook. The Transportation Needs chapter may include any other information as deemed appropriate by the Grantee.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. Recommendations; Intersection Hotspots; Transportation Master Plan; Subcontract or Notice

Grantee shall:

1. Prepare a draft Transportation Master Plan chapter titled "Recommendations" that includes the following information: (1) recommended "High Priority" roadway improvements and a brief written narrative that explains the basis of each High Priority recommendation; (2)

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recommended potential roadway intersection hotspots related to roadway segments that fail to meet the roadway segment adopted level of service standard; (3) recommendation(s) to update the roadway functional classifications or continue the current classifications and a brief written narrative that explains the basis of each recommendation; and (4) recommendation(s) to update the roadway level of service standards or to continue the current standards and a brief written narrative that explains the basis of each recommendation.

2. Prepare a draft Transportation Master Plan chapter titled "Intersection Hotspots" that includes the following information: (1) identification of "potential roadway intersection hotspots" related to roadway segments that fail to meet the roadway segment adopted level of service standard; (2) identification of the existing (year 2022) and projected (year 2045 and buildout year) operating level of service of at least four of the roadway intersections that are identified as potential roadway intersection hotspots, and identification of roadway intersection improvements (type and timing of improvement) needed to improve the operating level of service of at least these four roadway intersections.

3. Prepare a final City of Winter Haven Transportation Master Plan that includes the following information: (1) Executive Summary of the City of Winter Haven Transportation Master Plan; (2) Population and Employment Forecast chapter based on the results of Deliverable 1; (3) Transportation Data chapter based on the results of Deliverable 1; (4) Transportation Needs chapter based on the results of Deliverable 2; (5) Recommendations chapter based on the results of Deliverable 3 (Section 3.C.1); (6) Intersection Hotspots chapter based on the results of Deliverable 3 (Section 3.C.2); and (7) any other information as deemed appropriate by the Grantee. The chapters of the final City of Winter Haven Transportation Master Plan shall be based on the results of the deliverables as identified above with appropriate revisions (if needed) to the draft chapters for the purpose of preparing a final City of Winter Haven Transportation Master Plan that is suitable for presentation to the City of Winter Haven Planning Commission and meets the content requirement for each chapter as identified in this scope of work.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

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Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Transportation Data; Population and Employment Forecast; Subcontract or Notice. Grantee shall in accordance with Section 3.A. of this Scope of Work: (1) prepare a draft chapter titled Transportation Data; (2) prepare a draft chapter titled Population and Employment Forecast; and (3) provide a copy of a subcontract, amendment to a subcontract, or notice. **Deliverable due date: February 29, 2024**	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Draft chapter titled "Transportation Data." 2. Draft chapter titled "Population and Employment Forecast." 3. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$23,360.00	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. Transportation Needs; Subcontract or Notice. Grantee shall, in accordance with Section 3.B. of this Scope of Work: (1) prepare a draft chapter titled Transportation Needs; and (2) provide a copy of a subcontract,	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Draft chapter titled "Transportation Needs." 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an	$16,140.00	As provided in Section 12 of this Scope of Work, below.

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

amendment to a subcontract, or notice.. **Deliverable due date: February 29, 2024**	email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 3. Recommendations; Intersection Hotspots; final Transportation Master Plan; Subcontract or Notice. Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a draft chapter titled Recommendations; (2) prepare a draft chapter titled Intersection Hotspots; (3) prepare a final City of Winter Haven Transportation Master Plan; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: **May 31, 2024**	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Draft chapter titled "Recommendations." 2. Draft chapter titled "Intersection Hotspots." 3. Final City of Winter Haven Transportation Master Plan. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or	$35,500.00	As provided in Section 12 of this Scope of Work, below.

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

	electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
			Total Amount Not to Exceed $75,000.00

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**

    A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable

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in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by** Commerce **to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor**:
   a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
   b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
   c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

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2. **For Work Performed by Grantee's Employees:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
        i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
        ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    c. Invoices or receipts for other direct costs.
    d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences

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specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of

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Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

    C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

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18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by Commerce;

    C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	 $__
TOTAL	$___

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Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	$___

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Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.:** _____
FEIN: _____ **INVOICE DATE:** _____

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

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Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

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financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred): Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

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b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $75,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the City of Winter Haven, Florida ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E**: SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

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This Agreement is a **cost reimbursement** agreement. Commerce shall pay Grantee up to ***Seventy-Five Thousand Dollars and Zero Cents ($75,000.00)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

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1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

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with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

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of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

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accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. *(Not applicable)*

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

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words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

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unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that and Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

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4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

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shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as “property” as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer’s serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce’s response prior to disposing of the property. “Disposition” as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY *(Not applicable)*

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

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of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

2. Section 448.095, F.S., requires the following:

   a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that

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Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

M.J. Carnevale
451 Third St. NW
Winter Haven, Florida 33881
Telephone: 863-291-5613
mcarnevale@mywinterhaven.com

FLORIDACOMMERCE's Agreement Manager:

Cristin Beshears
Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8486
Facsimile: (850) 717-8522
Email: Cristin.Beshears@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**CITY OF WINTER HAVEN, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**T. Michael Stavres**
Title	**Secretary**	**Title**	**City Manager**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 23401, Chapter 2023-239 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** Grantee shall prepare a City of Winter Haven Transportation Master Plan (Transportation Master Plan) that includes an Executive Summary and chapters addressing Population and Employment Forecast, Transportation Data, Transportation Needs, Recommendations and Intersection Hotspots.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

   A. **Deliverable 1.** ***Population and Employment Forecast; Transportation Data, Subcontract or Notice***

      Grantee shall:

      1. Prepare a draft Transportation Master Plan chapter titled "Population and Employment Forecast" that includes the following information for the City of Winter Haven: (1) population estimates (year 2022) and projections (year 2045 and buildout year) based upon professionally acceptable methodology and assumptions; (2) employment estimates (year 2022) and projections (year 2045 and buildout year) based upon professionally acceptable methodology and assumptions; (3) assignment of the population and employment to traffic analysis zones within the Polk Transportation Planning Organization's 2045 Long Range Transportation Plan Traffic Analysis Zone Structure to allow for use of the Florida Department of Transportation District 1 Travel Demand Forecast Model; (4) a written narrative summary explaining the professional acceptability of the methodologies and assumptions utilized in the chapter; and (5) identification of and basis for assumptions related to persons per household, number of residential dwelling units per acre and number of employees per square foot of employment generating land use. The Population and Employment Forecast chapter may include any other information as deemed appropriate by the Grantee. "Buildout year" means the year in which there is assumed to be no undeveloped vacant developable land in the City of Winter Haven.

      2. Prepare a draft Transportation Master Plan chapter titled "Transportation Data" that includes the following information in tables or maps for the City of Winter Haven: (1) identification of existing (year 2022) and planned (year 2045 and buildout) roadway segments by functional classification, number of lanes, City of Winter Haven adopted level of service standards and applicable designed vehicle capacity of the standards; (2) identification of existing (year 2022)

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and projected (year 2045 and buildout year) number of vehicle trips for roadway segments based upon professionally acceptable methodology and assumptions; (3) identification of existing (year 2022) and planned (year 2045 and buildout year) roadway intersection adopted (or nonadopted) level of service standards and applicable designed vehicle capacity of the standards. The Transportation Data chapter shall include a written narrative summary explaining the professional acceptability of the methodologies and assumptions for the projected vehicle trips utilized in the chapter. The Transportation Data chapter may include any other information as deemed appropriate by the Grantee. "Buildout year" means the year in which there is assumed to be no undeveloped vacant developable land in the City of Winter Haven.

3. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. ***Transportation Needs; Subcontract or Notice***

Grantee shall:

1. Prepare a draft Transportation Master Plan chapter titled "Transportation Needs" that includes the following information in tables or maps for the City of Winter Haven: (1) identification of existing (year 2022) and projected (year 2045 and buildout year) operating level of service of roadway segments and whether the roadway segment meets or does not meet the adopted level of service standards for year 2022, year 2045 and buildout year; and (2) identification of roadway improvements (type and timing of improvement) needed to achieve and maintain the adopted level of service standards of roadway segments. The level of service analysis shall be based upon the following: (1) results of Deliverable 1; and (2) Florida Department of Transportation 2023 Multimodal Quality/Level of Service Handbook. The Transportation Needs chapter may include any other information as deemed appropriate by the Grantee.

2. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. Recommendations; Intersection Hotspots; Transportation Master Plan; Subcontract or Notice

Grantee shall:

1. Prepare a draft Transportation Master Plan chapter titled "Recommendations" that includes the following information: (1) recommended "High Priority" roadway improvements and a brief written narrative that explains the basis of each High Priority recommendation; (2)

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

recommended potential roadway intersection hotspots related to roadway segments that fail to meet the roadway segment adopted level of service standard; (3) recommendation(s) to update the roadway functional classifications or continue the current classifications and a brief written narrative that explains the basis of each recommendation; and (4) recommendation(s) to update the roadway level of service standards or to continue the current standards and a brief written narrative that explains the basis of each recommendation.

2. Prepare a draft Transportation Master Plan chapter titled "Intersection Hotspots" that includes the following information: (1) identification of "potential roadway intersection hotspots" related to roadway segments that fail to meet the roadway segment adopted level of service standard; (2) identification of the existing (year 2022) and projected (year 2045 and buildout year) operating level of service of at least four of the roadway intersections that are identified as potential roadway intersection hotspots, and identification of roadway intersection improvements (type and timing of improvement) needed to improve the operating level of service of at least these four roadway intersections.

3. Prepare a final City of Winter Haven Transportation Master Plan that includes the following information: (1) Executive Summary of the City of Winter Haven Transportation Master Plan; (2) Population and Employment Forecast chapter based on the results of Deliverable 1; (3) Transportation Data chapter based on the results of Deliverable 1; (4) Transportation Needs chapter based on the results of Deliverable 2; (5) Recommendations chapter based on the results of Deliverable 3 (Section 3.C.1); (6) Intersection Hotspots chapter based on the results of Deliverable 3 (Section 3.C.2); and (7) any other information as deemed appropriate by the Grantee. The chapters of the final City of Winter Haven Transportation Master Plan shall be based on the results of the deliverables as identified above with appropriate revisions (if needed) to the draft chapters for the purpose of preparing a final City of Winter Haven Transportation Master Plan that is suitable for presentation to the City of Winter Haven Planning Commission and meets the content requirement for each chapter as identified in this scope of work.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

4. COMMERCE RESPONSIBILITIES: Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Transportation Data; Population and Employment Forecast; Subcontract or Notice. Grantee shall in accordance with Section 3.A. of this Scope of Work: (1) prepare a draft chapter titled Transportation Data; (2) prepare a draft chapter titled Population and Employment Forecast; and (3) provide a copy of a subcontract, amendment to a subcontract, or notice. **Deliverable due date: February 29, 2024**	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Draft chapter titled "Transportation Data." 2. Draft chapter titled "Population and Employment Forecast." 3. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$23,360.00	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. Transportation Needs; Subcontract or Notice. Grantee shall, in accordance with Section 3.B. of this Scope of Work: (1) prepare a draft chapter titled Transportation Needs; and (2) provide a copy of a subcontract,	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Draft chapter titled "Transportation Needs." 2. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an	$16,140.00	As provided in Section 12 of this Scope of Work, below.

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amendment to a subcontract, or notice.. **Deliverable due date: February 29, 2024**	email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 3. Recommendations; Intersection Hotspots; final Transportation Master Plan; Subcontract or Notice. Grantee shall, in accordance with Section 3.C. of this Scope of Work: (1) prepare a draft chapter titled Recommendations; (2) prepare a draft chapter titled Intersection Hotspots; (3) prepare a final City of Winter Haven Transportation Master Plan; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice. Deliverable due date: **May 31, 2024**	Completion of Deliverable 3 as evidenced by submission of all of the following: 1. Draft chapter titled "Recommendations." 2. Draft chapter titled "Intersection Hotspots." 3. Final City of Winter Haven Transportation Master Plan. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or	$35,500.00	As provided in Section 12 of this Scope of Work, below.

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	electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
			Total Amount Not to Exceed $75,000.00

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**

    A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable

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in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by** Commerce **to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

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2. **For Work Performed by Grantee's Employees:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
        i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
        ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    c. Invoices or receipts for other direct costs.
    d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences

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specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of

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Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

    C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

    This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

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18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by Commerce;

    C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	 $__
TOTAL	**$___**

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Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Cristin Beshears
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

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financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred): Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

DocuSign Envelope ID: DB41ED79-CB49-4F81-BE8B-A666171E70B2

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION** - **$75,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

DATE: January 3, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-24-08:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 6, Section 21-103, Accessory Uses for the purpose of updating marine structure requirements.

BACKGROUND

In October 2019, the City Commission amended Section 21-103 of the Code of Ordinances for the purpose of updating the City's marine structures requirements. The intent at the time was to provide clarity to single-family residential marine structure regulations, to create commercial marine structure regulations, and provide definitions to marine structures. During this update, length and surface area maximums for marine structures were updated and maximum roof area square footages were also created. Prior to this update, there were no maximum roof area square footages.

In recent years, dock contractors and residents have both sought to have larger roof areas over their docks to protect their watercraft from the Florida sun. Section 21-103 allows for a single-family residential marine structure to have up to two personal watercraft to be docked to it. After discussions with local dock builders, it was determined an increase in roof area is warranted to allow for more than one slip to be covered on a marine structure. Therefore, staff recommends the following amendments:

- Increase the maximum roof area of a single-family residential marine structure from 500 square feet to 750 square feet; and

- Increase the maximum roof area for non-single family residential marine structures from 625 square feet to 1,000 square feet.

No other changes are proposed.

NOTIFICATION

All notification requirements were met.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its January 2, 2024 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-08.

ATTACHMENT

- Ordinance O-24-08

ORDINANCE NO. O-24-08

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 6, SECTION 21-103 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA FOR THE PURPOSE OF AMENDING MARINE STRUCTURE REQUIREMENTS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed amendment to the Winter Haven Land Development Code, 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, finds that it is expedient to revise Chapter 21, Article II, Division 6, Section 21-103 for the purpose of amending marine structure requirements; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 21, Article II, Division 6, Section 21-103 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

3. 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.

4. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 22nd day of January, 2024.

PASSED on second reading this 12th day of February, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A”
Page 1 of 7

New text is underlined. Deleted text is ~~stricken-through~~.

Sec. 21-103. Accessory uses.

(a) Swimming pools. Swimming pools are permitted as an accessory use and shall meet the following requirements:

(1) Development standards for swimming pools vary by zoning district. Swimming pools development standards stated in Article II, Division 2 of this Code shall apply.

i. Setbacks shall be measured from the edge of water.

ii. If a zoning district's development standards does not address swimming pools, then the standards for a principal structure shall apply.

iii. If a Planned Unit Development does not address swimming pool development standards, the following shall apply:

a. Single-family uses shall adhere to swimming pool standards for the R-2 zoning district.

b. Multi-family uses shall adhere to the swimming pool standards for the R-3 zoning district.

c. Commercial uses shall adhere to the swimming pool standards for the C-3 zoning district.

(2) Swimming pools may only be permitted in the rear or side yard of any lot unless otherwise permitted by this Code.

(3) Lighting for pools shall be located and installed such that no direct light nor reflected light is visible on adjoining property.

(4) Swimming pools, surrounding decking, screen enclosures and vertical supports for screen enclosures shall not be located within public utility or stormwater management easements alongside and rear lot lines.

(5) All swimming pools shall be completely enclosed by a fence, screen enclosure or a wall not less than four (4) feet high, as required by State statute.

(b) Marine Structures are permitted in all zoning districts as an accessory use, provided, however, that any such structure shall meet the following requirements.

(1) Intent. It is the intent of this subsection to ensure that neighboring uses of lakefront property do not conflict with each other and to preserve and restore the ecological integrity of the City's lake and water resources by regulating the location, size and impact of marine structures and their associated uses. Further, it is the intent of this subsection to ensure the proper construction and maintenance of marine structures and to encourage and improve public accessibility to the City's lake and water resources. City owned docks used for public access to lakes are exempt from the requirements of these provisions.

(2) Definitions.

a. *Marine Structure.* A structure generally related to the use of water, such as, but not limited to, a dock, pier, access walkway, boat house, fishing pier, a structure used

primarily for mooring of vessels or other watercraft, a structure used primarily for providing access to water or a structure used primarily for providing access to devices which allow or facilitate mooring, storage or launching of vessels or other watercraft.

b. *Slip.* That portion of a marine structure that allows boats, personal watercraft, seaplanes or other vessels to be moored, stored, hoisted or tied to the structure. A slip generally will allow space for only one (1) vessel.

c. *Seawall.* A structure, usually vertical and made of metal, plastic, concrete or other hard surface, to separate and otherwise prevent water from entering land.

d. *Lake Interconnecting Canal.* A canal that connects one (1) lake to another, allowing public access between lakes. (Generally such a canal would be maintained by the Lake Region Lakes Management District).

e. *Personal watercraft.* A vessel less than sixteen (16) feet in length which uses an inboard motor powering a water jet pump, as its primary source of power and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

f. *Guardrails.* A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

g. *Handrails.* A horizontal or sloping rail intended for grasping by the hand for guidance or support.

h. *Riparian rights.* Those rights incident to land bordering upon navigable waters. They are rights of ingress, egress, boating, bathing, and fishing and such others as may be or have been defined by law. Such rights are not of a proprietary nature. They are rights inuring to the owner of the riparian land but are not owned by him or her. They are appurtenant to and are inseparable from the riparian land. The land to which the owner holds title must extend to the ordinary high watermark of the navigable water in order that riparian rights may attach. Conveyance of title to or lease of the riparian land entitles the grantee to the riparian rights running therewith whether or not mentioned in the deed or lease of the upland.

(3) All construction of marine structures shall comply with the requirements of the current edition of the Florida Building Code and City building regulations. Floating docks which are attached to shore or to a fixed marine structure are allowed and encouraged.

(4) All marine structures constructed for use by a single-family residential property owner shall conform to the following regulations:

a. The maximum distance that a marine structure may extend from the shoreline of any lake shall be seventy-five (75) feet. Where there is not two (2) feet of water depth at seventy-five (75) feet from the shoreline, a marine structure may be extended to that distance in which two (2) feet of vertical water depth is attained, but shall not exceed the distance of one hundred (100) feet from the shoreline, provided the average lake water level elevation is within the normal range as determined by the City's Natural Resources Division.

b. Marine structures are only allowed in the following locations:

i. For waterfront lots with less than or equal to 100 feet of waterfront frontage, marine structures may be located at any point within the center one-third (⅓) of the waterfront frontage;

ii. For waterfront lots with greater than 100 feet of waterfront frontage, marine structures may be located at any point along the waterfront frontage not within thirty-three (33) feet of an adjacent property line.

c. The main access walkway from the shore to the marine structure shall not exceed six (6) feet in width. Handrails shall be constructed on at least one (1) side of any main access walkway less than three (3) feet in width.

d. The maximum surface area of single-family residential marine structures shall be the amount of waterfront frontage in feet multiplied by a factor of twenty (20), but may not exceed a total of one thousand (1,000) square feet, which includes the main access walkway, platforms and roof area as measured along a horizontal plane. Further, total roof area shall not exceed ~~five hundred (500)~~ seven hundred fifty (750) square feet.

e. No more than two (2) boats and two (2) personal watercraft may be moored, stored, hoisted, or tied at a single-family residential marine structure. Up to two additional personal watercraft may be substituted for one (1) of the allowed boats.

f. Only one (1) marine structure per single family lot is allowed unless provided for in other sections of this code.

(5) All marine structures constructed for use by multi-family residential property owners, homeowners associations, neighborhoods, commercial uses, boating or other organizations shall conform to the following regulations:

a. The maximum distance that a marine structure shall extend from the shoreline of any lake shall be one hundred twenty-five (125) feet.

b. Marine structures shall be constructed at any point within the center one-third (⅓) of the waterfront frontage of the waterfront lot or be located a minimum of fifty (50) feet from an adjacent property line if the lot has more than one hundred fifty (150) feet of waterfront frontage.

c. Lots with less than one hundred fifty (150) feet of waterfront frontage must meet the length and area requirements for single-family residential marine structures.

d. Handrails and guardrails shall be provided on at least one (1) side of any part of an access walkway.

e. The surface area of marine structures shall not exceed a total of one thousand two hundred fifty (1,250) square feet including the main access walkway, platforms, and roof area as measured along a horizontal plane. Further, total roof area shall not exceed ~~six hundred twenty-five (625)~~ one thousand (1,000) square feet.

f. All marine structures for multi-family residential units such as apartments, townhouses, condominiums, subdivisions, hotels or motels, or for members of organizations or clubs, including homeowners associations, shall be limited to:

i. On lakes of one hundred (100) acres or more: one (1) slip per ten (10) living units (or thirty (30) members if an organization or club).

ii. On lakes less than one hundred (100) acres: one (1) slip per twenty (20) living units (or sixty (60) members if an organization or club).

g. No more than ten (10) slips are allowed at any marine structure. At least two (2) feet of water is required at low water management levels for each slip.

h. Sites may have more than one (1) marine structure per property if the following requirements are met:

i. Each individual marine structure meets all requirements of this section.

ii. Marine structures must be separated by at least three hundred (300) feet.

iii. No more than a cumulative total of thirty (30) slips are allowed for a development, waterfront property, or location.

i. All marine structures must receive the proper state and/or federal permits from appropriate State and/or Regional and/or Federal agencies prior to issuance of a City permit. All such State and/or Regional and/or Federal permits as issued by such agencies must be attached to any application required hereunder for consideration by the City.

(6) All marine structures including but not limited to those constructed for use by a single-family residential property owner and those constructed for use by multi-family residential property owners, homeowners associations, neighborhoods, commercial uses, boating or other organizations shall conform to the following regulations:

a. Marine structures located near or within lake interconnecting or navigable canals must conform to the following restrictions:

i. Marine structures and other structures, equipment, and devices which allow or facilitate the mooring or launching of boats are not permitted in or alongside lake-interconnecting canals. Boats or other watercraft shall not be launched from the side of a lake-interconnecting canal.

ii. Marine structures located within two hundred (200) feet from the end of a lake-interconnecting canal shall not extend past the area contained within a triangle drawn from the end of the canal seawall to a distance of two hundred (200) feet perpendicular to the edge of the canal seawall along the lakeshore, out to a distance of one hundred twenty-five (125) feet into the lake and back to the ending seawall of the canal, representing the visibility triangle that boats can travel along the lakeshore without interference from marine structures. Visibility triangles shall be drawn by the City's Natural Resources Division or Engineering Services Division and shall be reviewed by the Lake Region Lakes Management District. All marine structures constructed within any visibility triangle must be lighted at night to ensure visibility. No vessels or watercraft are allowed to be moored or stored lakeward of any visibility triangle.

iii. In no case shall structures in non-lake interconnecting canals extend from a canal bank or bulkhead beyond twenty-five (25) percent of the canal's average width along the property fronting the canal.

iv. Marine structures constructed in non-lake interconnecting canals may not be closer than twenty-five (25) feet from another such structure.

b. Where there is less than two (2) feet of vertical water depth at seventy-five (75) feet distance from the shoreline, a floating dock may be attached to the marine structure and may extend to that distance at which two (2) feet of vertical water depth is attained, provided the average lake water level elevation is outside of the normal range as determined by the City's Natural Resources Division. In no case shall any extensions be permitted that might cause navigational problems as indicated by the size of the lake, location of canals, and neighboring marine structures.

c. All marine structures shall be constructed so as to be visible to marine traffic in times of high water by being equipped with a device or structure which is clearly visible at least six (6) feet above the water's surface at all times (e.g., orange flag, reflectors). Such device or structure shall be installed at the lakeward end of the structure and elsewhere along the structure, spaced no further than twenty-five (25) feet apart.

d. The sides of any marine structure shall remain open except that see-through screening material shall be permitted. The vertical distance between the lowest roof elevation and the deck surface shall not exceed eleven (11) feet.

e. Living quarters and other non-water dependent structures are prohibited on marine structures or in vessels over the water.

f. Marine structure permits will be issued only to those lakefront lots demonstrating riparian rights to access the water.

g. No fish cleaning stations, restroom facilities, boat repair facilities, or fueling facilities are allowed on a marine structure. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any marine structure.

h. Storage lockers on marine structures shall not be used to store boat maintenance equipment, boat repair equipment, boat repair materials, fuel, fueling equipment, hazardous materials, or wastes.

i. Marine structures shall be maintained in good repair and in a safe and useable condition. In no circumstance shall debris from a marine structure be allowed to float into a lake such that a navigational hazard occurs. Structure pilings or other submerged structures must be completely removed to prevent navigational hazards.

j. Properties fronting on more than one lake may have marine structures on each lake if all other requirements are met.

k. All marine structures must receive the proper state and/or federal permits from appropriate State and/or Regional and/or Federal agencies prior to issuance of a

City permit. All such State and/or Regional and/or Federal permits as issued by such agencies must be attached to any application required hereunder for consideration by the City.

l. *Nonconforming Uses; Rebuilding.* An existing marine structure, not in current compliance with this code, that is damaged beyond fifty (50) percent of its reasonable replacement value may only be rebuilt in accordance with current regulations.

o. Unless otherwise provided herein, only one (1) marine structure may be built on any given parcel of property.

(7) Boat Ramps and Launches. Private boat ramps are allowed under the following conditions:

a. Ramps must receive State permits, if required, prior to issuance of a City permit. State permits must be attached to any application required hereunder for consideration by the City.

b. Boat ramps shall not exceed ten (10) percent of a lot's waterfront frontage.

c. Ramps for single-family homes shall not be greater than twelve (12) feet in width.

d. Ramps for other uses shall not exceed fifteen (15) feet in width; provided however that ramps used for a marina operation may exceed the maximum width requirement by an additional fifteen(15) feet upon receipt of all applicable permits required by State and Federal agencies, including, but not limited to a dredge and fill permit.

e. Ramps must be setback five (5) feet from the property line, including an extension of the property line into the water.

(c) Antennas and satellite dishes. Antennas and satellite dishes are permitted in all zoning districts as an accessory use and shall meet the following requirements:

(1) No antenna or satellite dish shall exceed twelve (12) feet in diameter and thirty (30) feet in height, as measured from the ground to the highest projection of the antenna or supporting structure.

(2) No antenna or satellite dish shall be placed forward of the front building line and shall be setback from all property lines a distance at least equal to its height. Setbacks shall be measured from the outermost projection of the antenna or supporting structure.

(3) Where an antenna or satellite dish is not mounted on a building, the supporting structure holding the antenna shall not elevate the lower edge of the antenna more than eighteen (18) inches above the elevation of the eaves of the roof of the principal structure. Where mounted on a building, the combined height of the building and the antenna shall not exceed the maximum permitted building height in the applicable zoning district.

(4) An installation permit shall be required for all antennas and satellite dishes exceeding twenty-five (25) feet in height and four (4) feet in diameter. Applications for this permit shall include a site plan, sketch plan or other scaled drawing showing all structures on the property, and the location, height and size of the proposed antenna.

(5) The following regulations apply to antennas and satellite dish antennas in specific districts:

a. *Agricultural and single-family residential districts.*

1. An antenna and satellite dish shall be permitted only as an accessory use to a single-family detached dwelling unit.

2. No more than one (1) antenna and one (1) dish shall be placed on any one (1) lot or development site.

b. *Multifamily districts, manufacture home parks and RV parks.*

1. An antenna or satellite dish shall be permitted as an accessory use to a single-family detached dwelling unit, or for the common use of the residents of a multiple-family structure or a manufactured/mobile home park.

2. Roof-mounted antennas or satellite dishes in manufactured/mobile home parks or RV parks shall be affixed only to buildings of conventional construction.

3. No more than one (1) antenna and one (1) dish antenna shall be placed on any one (1) lot or development site.

c. *All nonresidential districts.*

1. An antenna or satellite dish shall be permitted either as an accessory use or, if permissible in the zoning district, a principal use. The antenna or satellite dish shall not be installed prior to construction of a building at least three hundred (300) s.f. in size, if the antenna or dish is an accessory use.

2. No more than two (2) dish antennas shall be placed on any one (1) lot or development site, except at schools, colleges, sports bars and broadcast studios, and at other similar places.

DATE: January 12, 2024

TO: Honorable Mayor and City Commissioners

FROM: T. Michael Stavres, City Manager

SUBJECT: Salvation Army Emergency Women's Shelter

BACKGROUND

At the January 8, 2024 Regular City Commission Meeting, Lt. Daniel Jones of the Salvation Army appeared before the Commission and shared that due to financial challenges, the Salvation Army was going to be closing the Emergency Women's Shelter in Winter Haven in February 2024. Following lengthy discussion, the City Manager recommended and the Commission agreed it would be appropriate for staff to have further dialogue with Lt. Jones and bring additional information back for consideration by the City Commission.

The following is a bulleted summary of telephone conversations between the City Manager's Office and Lt. Jones and a January 10, 2024 letter from the Salvation Army.

- Salvation Army has had a Winter Haven Shelter since 1958.
- Shelter has focused on women and children since 1982.
- There is no cost to those who utilize the shelter.
- Current shelter has 24 beds as well as laundry and kitchen facilities. Current utilization averages 15 residents per day.
- In/around 2022, the Salvation Army contracted with BayCare to offer initially four, now two, of their beds for behavioral health patients that have been released from Winter Haven Hospital. The current subsidy from BayCare for this service is approximately $100,000.
- Per Lt. Jones' correspondence, the Shelter is currently operating at a financial deficit estimated at $156,000, thus prompting their decision to close.

To remain open, an annual commitment from the City of $125,000 for 3-5 years would be needed if the City were so inclined to do so. He noted that this would not cover their full operating shortfall, but would positively position them to pursue further contributions from throughout the greater community.

If able to remain open, Lt. Jones proposes restructuring the operation of the shelter, returning focus to a purely women's and children shelter, with emphasis on more wrap-around services that would better position residents for stable housing outcomes.

FINANCIAL IMPACT

The requested commitment from the City is $125,000 per year for 3-5 years, for a total investment of $375,000-$625,000. If the Commission favors moving forward with such an investment, immediate funding for FY23/24 could be appropriated from the City's Affordable Housing Trust Fund or General Fund Fund Balance. Future annual commitments would need to be addressed and included in the annual budgets respectively.

RECOMMENDATION

Staff is presenting this information for further discussion and consideration by the City Commission. If the Commission finds its beneficial and appropriate to assist the Salvation Army, the following considerations are recommended by the City Manager:

1. While the request/proposal is for a 3-5 year commitment, the immediate need is for the current year in the amount of $125,000.
2. If the Commission is favorable towards a commitment beyond the current year (e.g. years 2-5), that commitment should be contingent upon a formal shelter operating plan with defined outcomes, an annual budget/proforma, and a continued demonstration of financial need.
3. Documentation of services provided and alignment with City goals and objectives should be incorporated and reported annually.
4. If City funds are awarded, a process for some level of annual auditing of the financial operation of the shelter should be a requirement.

ATTACHMENT

- January 10, 2024 Communication from Lt. Daniel Jones

DOING THE MOST GOOD

The Salvation Army of East Polk County

William Booth, Founder
Lyndon Buckingham, General
Comissioner Kelly Igleheart, Territorial Commander
Lt. Colonel Kent Davis, Divisional Commander
Lieutenants Daniel & Amanda Jones, Corps Officers

January 10, 2024

Dear City Commission,

I am writing to you on behalf of The Salvation Army's Emergency Women's Shelter in Winter Haven.

To give some background, The Salvation Army has been in Winter Haven for over 65 years, since 1958. And from what we know, since that establishment, it has had a form of a shelter as part of its service and programs during that entire time. The Salvation Army has a long history of sheltering in this great city. The current version of the emergency shelter that is located at 320 MLK Jr. Blvd., has been housing women and children since 1982 for no cost to the residents. But in recent years, the shelter changed from an emergency women and children's shelter, to mainly an emergency women's shelter. This shelter has 24 beds, multiple showers, laundry machines, commercial kitchen, and two lounge areas for the residents. We have 2 full time monitors, 3 part time monitors, 1 cook/pantry worker, and a caseworker who works mainly with the residents to help them find housing and assistance. Within this building is also our Social Service office where our 3 caseworkers (who the residents have access to) are located and where our food pantry/distribution is held. Also, within the past two years, The Salvation Army agreed to a contract with Baycare Medical Group to house some of their behavioral health clients (both men and women) that had nowhere to go after being discharged. So, for the past 5 years (since our fiscal year of 2019) at our shelter, we have been able to serve a total of 1,286 individuals, provide 80,789 meals, and provide 28,396 days of lodging. Currently in our shelter are 11 women, but the shelter averaged about 15 individuals in recent times. The length of stay for the individual varied on a case-by-case basis based upon their circumstances.

While this shelter has a rich history, and has served so many individuals in need, we unfortunately have had to make the extremely difficult decision to close the shelter doors on February 12, 2024, due to financial challenges. When looking at previous years, this shelter has been operating at a deficit but has been supported by The Salvation Army of Florida's headquarters for over a decade. But due to the rising costs of utilities, groceries, even cleaning supplies, and especially personnel costs that is affecting the state, along with other Salvation Army commands, they are no longer able to provide that assistance. Also, the contract to house behavioral health clients with Baycare Medical Group was originally supposed to be for 4 beds with an amount of a little over $200,000. The contract had the group paying to hold the beds, whether they had someone utilizing them or not. But, after the initial year, Baycare felt that they were not utilizing all of the beds and decided to only pay for two going forward. This cut the amount of money to just over $100,000 and almost doubled the deficit in the budget for the shelter this year.

While this plan to close the shelter is in progress, our headquarters did inform us that if the community was able to give a signed commitment of at least $125,000 annually, for 3 to 5 years, then it would give us the opportunity to maybe change this decision and plan. While this is not a guarantee, we believe that this is still worth pursuing, especially after hearing the community and city's response to the announcement of this closure. We also understand that 3 years is a long time to commit to something with taxpayer dollars, but if the city was to provide this funding for the shelter, we would present it to our headquarters as a conditionally renewable commitment after the first year. This commitment would be subject to conditions such as additional funding provided to the shelter from other sources or adjustments

DOING THE MOST GOOD

The Salvation Army of East Polk County

William Booth, Founder
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Lieutenants Daniel & Amanda Jones, Corps Officers

for inflation and the minimum wage increase. Having this commitment in writing would not only demonstrate the city's support but also pave the way for more backing from other potential funding sources that realize the city's commitment and the need for a program like this. I believe that if we were able to get this signed commitment, then it could also lead to our headquarters knowing that The Salvation Army has lasting support, and the program has truly been recognized as a need for the city.

The $125,000 commitment aligns with our budget considerations. Last year, the shelter's total income was approximately $201,510, while the expenses amounted to $357,494, resulting in a $156,000 deficit. We believe that the additional $31,000 can be sourced from other donations and fundraising efforts.

If we can get this signed commitment from the city, present it to our headquarters, and if they give the approval to keep the shelter in Winter Haven, then we want to see how we could revamp the shelter program. As stated in the background above, the shelter was an emergency women and children's shelter, but we would want to move in the direction of a women and children's transitional shelter, if possible. The plan that I am about to write is more of an idea than a concrete plan, but we would want to have a shelter that houses women with school aged children for 4-6 months (depending on the case) where they have a safe place to stay to be able to save money, get job training if needed, and also help the family find permanent housing. To do this without having to incur too much of an increase of expenses, we would be doing our best to work with different community partners to help with casework, civic organizations for donations of supplies and goods, and different organizations and local government to help with training or classes to provide to these families.

Thank you for your time and attention to this matter. I am available to provide any additional information or answer any questions you may have.

I also want to make it known that when Brad Beatty and I went to the city council meeting, we were not going in to ask for money. The proposal to close the shelter was something that had been discussed and prayed over for some time within our organization; but we had only recently been told to move forward with this proposal. When I had approached Brad, and Heart for Winter Haven, to seek assistance from their program for the current residents being affected, he let me know about the council meeting and that we should inform you all about this decision. We did not have any intentions of asking for funds, we simply wanted to share this unfortunate news, but after hearing the response from you all, we are hopeful in sending this request and looking forward to your response.

Sincerely

Lt. Daniel Jones
The Salvation Army of Winter Haven