WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, August 26, 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** - Pastor Cesar Perez, Good Samaritan Christina Church of Winter Haven

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

5. **PRESENTATIONS**

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

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

   Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

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

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

   2024-08-07 DRAFT Special City Commission Workshop Meeting Minutes with Link

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

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

   2024-08-07 DRAFT Agenda Review Session Minutes with Link

   7.C **August 12, 2024, Regular City Commission Meeting Minutes**

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

   2024-08-12 DRAFT Regular City Commission Meeting Minutes with Link and Attachment

8. **COMMENTS FROM THE AUDIENCE**

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

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

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

Summary - Ordinance O-24-23
O-24-23

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

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

Summary - Ordinance O-24-32
O-24-32

10. CONSENT AGENDA

10.A **Blue Line Aviation Lease Amendment No. 2**

Staff Contact: *Troy Heidel, Airport Director , theidel@mywinterhaven.com*

Summary - Blue Line Aviation 2nd Amendment to Land Lease Agreement
Blue Line Extension Request
Blue Line Aviation Land Lease Signed
2nd Amendment to Lease - Blue Line Aviation

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

Staff Contact: *Shawn Dykes, Human Resources Director, sdykes@mywinterhaven.com*

Summary - Police Benevolent Association Inc. Collective Bargaining Agreement
Police Benevolent Association, Inc. and City of Winter Haven CBA for the Period October 1, 2024 through September 30, 2027

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

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

Summary - Recommendation of Award ITB-24-36
ITB-24-36 Bid Tab Sheet
ITB-24-36 Recommendation of Award

10.D **Joinder and Consent to Permanent Lift Station Easement Agreement**

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

Summary Blue Sky Florence Place Consent and Joinder
Joinder and Consent to Permanent Lift Station Easement
Permanent Lift Station Easement

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

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

Summary - Travel & Training FLC Legislative Policy Committee meetings

FLC Legislative Policy Committee Meetings information

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

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

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

11. RESOLUTION(S)

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

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

Summary - Resolution R-24-35
R-24-35

11.B **R-24-37 - Request by Forestar (USA) Real Estate Group, to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase Two Subdivision**

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

Summary - Resolution R-24-37
R-24-37

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

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

Summary - Resolution R-24-38
R-24-38

12. ORDINANCE(S) - FIRST READING

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

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

Summary - Ordinances O-24-36 and O-24-37
O-24-36

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

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

Summary - Ordinances O-24-36 and O-24-37
O-24-37

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

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

Summary - Ordinance O-24-41 Amending Schedule 1-R Water, Wastewater, and Reclaimed Water Rates, Fees, and Charges, and Amending Schedule of Miscellaneous Charges and Fees and Municipal Services Fees
Ordinance O-24-41

12.D **O-24-42 - Amending Schedule of Water and Sewer Connection Fees**

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

Summary Ordinance O-24-42 Amending Schedule of Water and Sewer Connection Fees
O-24-42 (Water and Sewer Connection Fee Adjustments)
Ordinance O-24-42 Exhibit A - 2024.CF.Study

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

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

Summary - Ordinance O-24-48
O-24-48

13. NEW BUSINESS

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, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

WHEREAS, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 22 as *Constitution Week.*

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim September 17 through 23, 2024, as

"Constitution Week"

in the City of Winter Haven, Florida, and ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of August, 2024.



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

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

SPECIAL CITY COMMISSION WORKSHOP MEETING MINUTES

DATE: Wednesday, August 7, 2024, 5:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:1370f8f8-fd8f-45d8-99ed-ea2ad66330fc
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 5:00 p.m.

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

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

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Chief Financial Officer Colleen "C.J." Scott; and Public Works Director Brittany Hart.

3. BUDGET WORKSHOP

A. Winter Haven Water Proposed FY 2024/2025 Budget Overview - Gary Hubbard, Winter Haven Water Director

City Manager Stavres said that Winter Haven Water Director Hubbard would be presenting the bulk of this item and thanked the Commission for the opportunity to have a Special Workshop this evening specific to Winter Haven Water, historically known as the Utility Services Budget. He gave an introduction to this item and said that he had presented them with the City's overall budget on Wednesday, July 17, 2024, where they had denoted a dollar value for the Utilities Budget. The overall budget was $296 million that included what was in this evening's budget presentation. The process this evening was more to explain what was in the utilities budget, its initiatives and projects, and was built around proposed rate adjustments and connection fee adjustments.

Winter Haven Water Director Hubbard said this discussion entailed where the City was heading in the future and an overview of the utilities budget. He said he wanted the presentation to be interactive and encouraged the Commission to ask questions along the way. He added that he would be tag-teaming with City Manager Stavres. He also showed a ***Winter Haven Water Budget Proposal Fiscal Year 2024 2025*** PowerPoint *(see link/attached)* and went over each of the slides in more detail.

Director Hubbard showed a slide with the City's Six Strategic Pillars and made a point on each, which related to his presentation.

BUDGET HIGHLIGHTS (slide)

Director Hubbard explained this slide in more detail.

Mayor Birdsong asked about the City already having the 2.5% automatic increase for user rates. Director Hubbard said this was the status quo.

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Director Hubbard said they proposed that the new water and sewer connection fees become active January 1, 2025. Mayor Birdsong asked if one of the two fees was the 7.5% increase shown on the slide. Director Hubbard said no and that percentage was different. He clarified that the new fee he meant was on the connection fee side, which were calculated differently and would show this. He continued to explain the slide further.

Mayor Birdsong asked if the new facility and the Water Infrastructure Finance and Innovation Act (WIFIA) loan were intertwined. Director Hubbard said they were.

Mayor Birdsong inquired on the timeframe for construction from start to finish. Director Hubbard said it would be in phases and explained that the first phase was 12 million gallons per day and would be four to five years. Discussion ensued.

City Manager Stavres explained that the WIFIA loan would fund 49% of the project. Since it was a loan, it would need to be paid back and also whatever the source of revenue was for the 50% would need to be identified too. There was a progressive design build for this project therefore, staff would assess what needed to be done and what it would take to advance this facility towards full completion. This could mean taking it to a certain capacity now and then expanding it again and again to get the full capacity of what we think we would need for the next 30, 40, 50 years. It could be a better approach for the City, particularly if WIFIA rates were higher that what we could get through a traditional revenue bond, to do revenue bonds in lieu of a WIFIA loan, which he explained in more detail.

PROPOSED MONTHLY USER FEE COMPARISON (slide)

Director Hubbard explained this slide in more detail.

City Manager Stavres said that when staff did briefings on what they were looking at with the user rate studies, to come to the Commission later this month, it was based on the typical 5,000-gallon consumption per month. He reported that 75% of water/sewer customers fell within 5,000 gallons or less and 50% of customers were in 3,000 gallons or less.

Director Hubbard said that one of the objectives of the user rate study was to keep rates at a lower end. He commented that he did not know where other municipalities were going to be this year, however, they were going through the same process.

PROPOSED CONNECTION FEE COMPARISON (slide)

Director Hubbard explained this slide in more detail.

City Manager Stavres noted that in that same vein there had been media reports of neighboring cities that are looking at those same connection fees and that the City of Winter Haven's rate study consultant were also being engaged by other cities. The cost of infrastructure was driving that, as well as, the massive increases in population throughout Florida, and alternative water supply projects, which he discussed further.

(This discussion belongs with this slide, but occurred later during the TOTAL EXPENDITURES: UTILITY FUND slide discussion):
Mayor Birdsong said he had no way of surmising that the City's rate of new construction was somehow tied to it being a little less costly to develop in Winter Haven as opposed to other municipalities in Polk County. He commented if these rates stayed the way they were on the chart shown and if we went to the top of the chart, he believed that there could be some residual, which he explained in more detail. Director Hubbard said that Lake Alfred had the same decision to make a couple years ago and had gone to the $11,354 [Single water and sewer Connection Fee], which did not slow down development and was now booming. City Manager Stavres said it was a valid question and did this [connection fee] slow down development or have any impact on it. He believed the City just needed to wait and see what happened with this and said that the revenue projections were based upon some continued increase in development in the rate of development that was consistent with what had been seen, which he explained further. Director Hubbard said that if the Commission considered reducing these, then the rate side of the picture had to increase in order to balance the budget or something had to replace those funds. He explained that these fees were all calculated based on receiving 5% grant funds and staff was aggressively pursuing to obtain 25%, but were really asking the State for 50%.

TOTAL REVENUES: UTILITY FUND (slide)

Director Hubbard explained this slide in more detail.

Director Hubbard pointed out Water Sales and Sewer Charges on the slide and said it accounted for roughly 43% of the total revenue projected for the budget year, which reflected in the rate increases that were being proposed. He said that the Water / Sewer Connection fees listed stood out at 20%, which was a direct reflection on development.

TOTAL EXPENDITURES: UTILITY FUND (slide)

Director Hubbard explained this slide in more detail.

Mayor Birdsong requested to go back to this slide and asked Director Hubbard what he was thinking from the 3-5 year window. Director Hubbard said the City had a 40-year financial model they were working from and that it changed every year based on the actual conditions that they saw so they knew whether the rates were going to have to increase or if a construction project needed to be pushed out further. He also noted that it was a matter of being at the right place at the right time and making sure the Commission had the information available to make wise decisions.

Mayor Birdsong said that with what they were being presented and some givens, there were other items like looking at annual debt service and capital improvements so he wanted to get his arms around [all of the information]. City Manager Stavres said the 5-year Capital Improvement Project (CIP) was significant containing over $400 million over a 5-year window and the Capital Improvements budgeted at $29.6 million shown on the slide were for projects lined up to be initiated or spent down in 2025. He noted that the annual debt service was existing debt service the City had today and no new debt service. He discussed expenditures, revenues, and profits, and how the rate study was built around the CIP, in more detail. Discussion ensued.

Mayor Birdsong inquired how all of this would be affected. Chief Financial Officer Scott said it was like a personal rating and gave an example of buying a car that was being paid over time, which would not affect rating. She said as the City only needed to be sure to pay and that the City had never been past due on debt payments. City Manager Stavres commented that to place projects like this at the expense of existing residents when they are designed to serve the population for the next 20-50 years, is the basis for bonding them. It was so the cost to deliver an infrastructural service for future generations was not paid entirely by the present population/generation.

UTILITY FUND (slide)

Director Hubbard explained this slide in more detail.

Mayor Birdsong commented that all of this looked too good. Director Hubbard said it was designed this way. Discussion ensued.

UTILITY FUND DIVISIONS (slide)

Director Hubbard explained this slide in more detail.

City Manager Stavres noted that most of the personnel increases on this slide were going to be tied to the cost of living adjustment being proposed. There were some reclassifications for some of the certified treatment plant operators and some pay adjustments that were unique. He added that the 2.5% Step (for Performance Increase) came into play with just about all these different cost centers and that there were five new positions proposed within the budget. He clarified that many of the one-time expenses in the current year did not show up in 2025, which was the primary driver for where there were decreases in operating as well as within the capital. He also noted that there was a new repair and replacement cost center so that anything that was within the repair and replacement in existing cost centers has been extrapolated out and plugged into there.

Discussion ensued.

PROPOSED: NEW & RECLASSIFIED POSITIONS (slide)

Director Hubbard explained this slide in more detail.

Director Hubbard said that the water treatment plant had experienced many difficulties retaining operators and that they currently had four licensed operators and the rest were trainees. He said they always have to have a licensed operator on staff so it had made it very difficult from a scheduling standpoint. He went over the pay related increases for the water and wastewater treatment operators and said they were trying to stay competitive and attract those employees because currently the City was training them and then they were going to work elsewhere. Lastly, he said what had been proposed in this year's budget would be a tremendous benefit for retaining employees in the future.

City Manager Stavres noted that in 2021-2022, staff had presented a budget that had significant adjustments for Solid Waste employees and Fleet mechanics, which was an area where there was high demand and low supply. This had also been done in the Fire Department in recent years and in the Police Department so this year they recognized the water significance, its safety, its treatment, the uniqueness of the system and the high technical nature of the positions involved. He added that he was working with Director Hubbard and Human Resources Director Dykes to recognize that something needed to be done to make sure the City was able to recruit and retain quality employees

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in those positions, which were in high demand throughout the State. He also discussed being competitive in the market, turnover, and the loss of institutional knowledge.

Commissioner Mercer asked if there were any incentives [for employees] to go from an Operator C to Operator B. Director Hubbard said yes, and said there was an incentive at every grade, and explained further. City Manager Stavres explained how transitions went from trainee to Operator C, then Operator B, then Operator A which each had a different pay structure. He added that they had looked at other cities and noted that in some, there were no differences between a trainee and an Operator C or sometimes a C and B were in the same grade.

Director Hubbard explained the other positions in more detail.

STAFFING CHALLENGES (slide)

Director Hubbard explained this slide in more detail.

Director Hubbard commented that the new pay plan would make a tremendous difference and explained further.

OPERATING BUDGET: SIGNIFICANT ITEMS (slide)

Director Hubbard explained this slide in more detail.

CAPITAL INVESTMENT PROGRAM: UTILITIES (slide)

Director Hubbard explained this slide in more detail.

CAPITAL INVESTMENT PROJECTS: FIVE-YEAR PLAN (slides)

Director Hubbard explained these slides in more detail.

Mayor Pro Tem Yates inquired if the City was still in the process of considering the construction firm for the Water Treatment Plant similar to what the Polk County School Board (PCSB) used in building schools. City Manager Stavres said the PSCB had used a P-3 approach. The City was doing a progressive design build approach on Wastewater Treatment Plant #3 or Water Resource Facility because it was the best approach to go forward when it was unknown exactly what each phase of the project needed to entail, and gave the example of a fire station. He explained this approach in further detail and noted that they were in discussions right now regarding the P-3 approach for other projects.

Discussion ensued.

(Commissioner Dantzler entered the room at 6:03 p.m.)

MAJOR CAPITAL: WATER TREATMENT PLANTS (slide)

Director Hubbard explained this slide in more detail.

MAJOR CAPITAL: WATER RESOURCE FACILITY (slide)

Director Hubbard explained this slide in more detail.

SAPPHIRE NECKLACE AT BRADCO FARM (slide)

Director Hubbard explained this slide in more detail.

MAJOR INITIATIVES (slide)

Director Hubbard explained this slide in more detail.

MEETING DATES (slide)

Director Hubbard explained the dates listed on this slide in more detail.

City Manager Stavres clarified that the Special City Commission Utility Fee Workshop on August 21, 2024 at 5:00 p.m. would be only to discuss the water and sewer connection fees, which was part of the enactment process the City needed to follow. On the agenda following the meeting would be the discussion of the user rate adjustments. These fell a little separately, however both ordinances would have first reading at the August 26, 2024, Regular City Commission Meeting. The same process would be repeated for the Special City Commission Utility Connection Fee

Workshop on September 4, 2024. After this workshop, they would have for consideration and discussion the second reading of both the water and sewer connection fee and user rate adjustment ordinances, which he explained further. Notices were currently going out to all of the City's utility customers via the billing process that announces the Tuesday, September 10, Regular City Commission Meeting at 6:00 p.m. for the consideration of the two (2) Ordinances relating to the utility connection fees and user rates The City Clerk's Office would post proper notices for the Special Workshops

Commissioner Dantzler apologized for arriving late to the meeting and explained it was because he was being interviewed on Bay News 9 on Channel 13 on a show called *In Focus* regarding the Sapphire Necklace, what the City was trying to accomplish, and matters related to the Polk Regional Water Cooperative (PRWC). He noted that the City had made many waves and was garnering much attention because of everything we were doing.

City Manager Stavres, in closing, said that the amount of this budget was reflected in his presentation at the July 17, 2024, Special City Commission Budget Workshop Meeting and did not have any impact on millage rates. It was funded solely through connection fees, user fees, grant funds, miscellaneous fees that were charged within there. It was built around proposed rate adjustments within the City's utility systems. The presentation on the rate adjustments would come before the Commission again on Monday, August 26, 2024, Regular City Commission Meeting and the Tuesday, September 10 2024, Regular City Commission Meeting in addition to the proposed recommended increases in City water and sewer connection fees that would also be considered at the same meetings. He noted that if those rates did not get amended or changed or if the Commission took other action, staff would need to go back to the capital side of the budget and scale that back and extend out projects beyond what was in the current 5-year window.

Director Hubbard thanked his team and said that this budget would not be possible without his team.

4. ADJOURNMENT – 6:15 p.m.

Mayor Birdsong said there would be a 15-minute recess and then reconvene at 6:30 p.m. for the City Commission Agenda Review Session.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, August 7, 2024, 6:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:4ba5e94b-a0cf-44d1-965b-8009a9aa0cb0
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 6:30 p.m. *(due to the Special City Commission Workshop Meeting ending at 6:15 p.m.)*

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

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

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

5. PRESENTATION(S)

A. "Dave Carter Retirement" Proclamation - Dave Carter, Carter Kaye Engineering

City Manager Stavres said they wanted to recognize Mr. Carter for all of his work with the City and that this item would occur at the August 12, 2024, Regular City Commission Meeting.

B. The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) - Winter Haven Police Department

City Manager Stavres said that Assistant City Manager for Public Safety Bird and Police Chief Brannan would be presenting this item at the August 12, 2024, Regular City Commission Meeting and reported they had just received the accreditation two weeks ago.

C. Recognition of the 2024 Certified Public Manager (CPM) Program Graduates

City Manager Stavres reported that program graduates would be graduating tomorrow.

There were no questions or discussion.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. July 17, 2024, City Commission Special City Commission Workshop Meeting Minutes

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B. July 17, 2024, City Commission Agenda Review Session Meeting Minutes

C. July 22, 2024, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – N/A

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

10. CONSENT AGENDA

A. Florida Department of Corrections (FDOC) Inmate Work Program

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Lake Elbert Trail Project (ITB-23-30) Change Orders #2 and 3: Gravity Sewer Removal Curbing Removal/Replacement

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

C. Rowdy Gaines Olympic Pool Construction Manager at Risk Long Lead Time Materials Procurement Proposal

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Award of RFQ-23-42 - Design-Build Services for Willowbrook Golf Course to Whitehead Construction, Design Scope of Work and Phase 1 Construction On course Restroom Renovations

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. ITB-24-29 Award of Sertoma Baseball Park shade structures to Shade Systems, Inc. (Ocala, FL)

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

F. Interlocal Agreement with the Town of Dundee for Potable Water and Wastewater Utility Services

City Manager Stavres gave an overview of this item.

Mayor Pro Tem Yates asked if that water was going to be charged at the normal citizen rate or a surcharge rate for non-Winter Haven customers. City Manager Stavres said it would be the surcharge rate for non-City of Winter Haven residents, which would be 25%.

(This section was discussed after Item 10N):
Commissioner Dantzler inquired if this was an old or new situation. City Manager Stavres pulled up an overview map and pointed out the area where Phase 5 [of the Cypress Creek Village Mobile Home Park] would go.

Commissioner Dantzler expressed concerns that he did not want [the City of Winter Haven] to be criticized because of the Town of Dundee. City Manager Stavres said this was a little different and not like [the] Wahneta Water [issue]. He explained that the Town of Dundee needed for the City of Winter Haven to provide water because they did not have the systems necessary in place, which he explained further. City Attorney Murphy added that this area had been annexed into Dundee in 2004.

G. Recommendation of Award of ITB-24-28, Well Construction for Cypresswood and Pollard Road Water Treatment Facilities

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

H. Recommendation of Award, ITB-24-30, Septic to Sewer Remediation Area 6A - North (Lift Station #191 Replacement)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

I. Repair of RAS Pump #1 at Wastewater Treatment Plant #3

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

J. Amendment to Grant Agreement with Polk Regional Water Cooperative (PRWC) for Florida Department of Environmental Protection (FDEP), LPA0212 Grant

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

K. Owners Representative Professional Services for Water Resource Facility (WRF) at Pollard Road Professional Services Agreement

City Manager Stavres gave an overview of this item.

Director Hubbard said this item included construction, engineering and inspection (CEI) services.

There were no questions or discussion.

L. Records Modernization

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

M. Use Agreement Between City of Winter Haven and Theatre Winter Haven

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

N. Use Agreement Between City of Winter Haven and Theatre Winter Haven First Addendum (Ritz Theatre)

City Manager Stavres gave an overview of this item and said he would confirm if Theatre Winter Haven (TWH) Producing Director] Dan Chesnicka would be in attendance at the August 12, 2024, Regular City Commission Meeting.

Commissioner Dantzler asked for clarification on what Mr. Chesnicka could do structurally and what the Commission should respond if someone in the community complained why the City was allowing structural changes/tear downs. City Manager Stavres said that it is recommended for the City Commission to approve a Use Agreement with TWH to allow it through Mr. Chesnicka to operate that space and any structural changes within that space would still require City approval, but events, scheduling, etc. went through TWH. Discussion ensued.

City Attorney Murphy noted that the original warranty deed had been recorded on Monday and he had received it back today from the Clerk of Court's Recording Department.

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City Manager Stavres said he or his staff would clarify with Mr. Chesnicka on when in September, 2024 he could commence. He also discussed seating, rise of the room, flooring improvements and maintenance so it would take several weeks to get things rolling out there and the City was excited to have that happening.

11. RESOLUTION(S)

A. R-24-34 - Request by VMAR DEV, LLC. to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Villamar 6 & 6D Subdivision

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

B. R-24-36 - Consolidating the Construction Funds to one Capital Projects Fund

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

12. ORDINANCE(S) - FIRST READING

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

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

There were no questions or discussion.

B. O-24-30 - PUBLIC HEARING - Request by Peterson and Myers, PA to assign Neighborhood Suburban Future Land Use to an annexed parcel

Economic Opportunity and Community Investment Director Labbe noted that this Ordinance O-24-30 and O-24-31 (Item 12C) were companion ordinances. He clarified that O-24-30 was for a transmittal to the Florida Department of Commerce and a Public Hearing.

Mayor Birdsong commented that if this was ever developed, would it create a nightmare situation on Dr. Martin Luther King, Jr. (MLK) Boulevard and Lucerne Park Road because those were exit escapes.

Commissioner Dantzler asked if the aerial map being shown was old because it still had Avenue T (instead of MLK Boulevard) listed and that it seemed that more had been developed in that area. Director Labbe said this aerial map was from the Polk County Property Appraiser and it was a few years old.

Discussion ensued regarding transportation, concurrency, the site plan review process, an access point onto Ware Avenue, how traffic would disburse, and the first phase of the Lucerne Park Road Improvements with FDOT would go to Avenue Y and improvements at that intersection.

Commissioner Dantzler asked if a traffic signal was anticipated [to be installed] at Lucerne Park Road just past Avenue Y or right on Avenue Y. Director Labbe said that a roundabout was being installed at that section. Commissioner Dantzler agreed with the concerns expressed by Mayor Birdsong regarding additional traffic from people trying to get onto Lucerne Park Road. Commissioner Dollison said that this had been a primary concern from citizens, especially when school was letting out or when people were going to and from work, which he discussed further.

City Attorney Murphy said that as a matter of legal opinion, the transportation level of service from a concurrency evaluation appeared to be acceptable by virtue of the impacts that would be anticipated from this development. He clarified that this did not mean that traffic was not a problem and that it was a valid concern and discussed the legal parameters of how the City Commission should consider this matter further.

Discussion ensued regarding policies and procedures in place, the area in Buckeye Loop, and requirements of the Willowbrook Subdivision.

Mayor Pro Tem Yates asked if Florida Department of Transportation (FDOT) was taking into consideration the volume [of traffic] that was currently on Lucerne Park Road or if this property was far enough away that they would

not take trips into consideration. Director Labbe said the trips on Lucerne Park Road would be taken into consideration in the traffic analysis because ultimately it was the State facility that it would dump onto. Discussion ensued regarding the multitude of City projects and approvals, submitting a bond, platting the subdivision, reviewing concurrency, capacity, etc.

Commissioner Dantzler expressed concerns that the Commission got chastised when approving subdivisions and that despite studies showing that everything would be ok, citizen quality of life was going down in that area if housing continuously got approved. Director Labbe said he understood the concerns and pointed out on the Polk County land use map on page 7 of the Summary (Fact) Sheet. He said that when this was in Polk County, it was zoned primarily RL-3 (Residential Low-3), which was almost the exact same thing.

Mayor Pro Tem Yates asked if the area north of Avenue Y was where the Winter Haven Housing Authority had a project and said additional homes were being done there, which could potentially impact affordable housing for this project because of capacity restraints. Economic Opportunity and Community Investment Director Labbe said there were some exemptions for affordable housing. He said affordable housing was actually an increase of 60 units so he could not imagine that this number would cause much of a capacity issue. Discussion ensued regarding additional vehicular traffic and the Lucerne Park Road Improvements, which Director Labbe believed the first phase was in the FDOT 5-Year Capital Improvements Project (CIP).

C. O-24-31 - Request by Peterson and Myers, PA to assign Multi-Family Residential- Low Density (R-3) zoning district to an annexed parcel

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

There were no further questions or discussion.

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

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

There were no questions or discussion.

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

A. Letter to Florida Department of Transportation (FDOT), Division 1 Secretary L.K. Nandam

City Manager Stavres gave an overview of this item and said that given the magnitude of the impacts of the project at Cypress Gardens Boulevard and U.S. 17, staff felt it was appropriate to express appreciation to FDOT District 1 Secretary Nandam.

There were no questions or discussion.

B. Requesting a liaison for Banking Depository Services (RFQ-24-42)

Deputy City Manager Carnevale gave an overview of this item and requested a Commission liaison.

Commissioner Dantzler inquired why it had to be for a non-interest bearing account. Chief Financial Officer Scott said she believed that a resolution had been brought forward about a year ago and explained how the City could not keep the interest income, per the Florida Statutes. City Manager Stavres explained further. Discussion ensued.

Commissioner Mercer asked if the City could credit each [utility] account 5 cents since mailing [out the bill] would cost more. City Manager Stavres said we could, but too much time and effort would be expended administratively to manage it. Discussion ensued.

City Manager Stavres noted that any of the Commissioners, except for Mayor Pro Tem Yates, could be the liaison. **Commissioner Dantzler agreed to serve as the liaison for Banking Services (RFQ-24-42).**

❖

Commissioner Dantzler said there was a possibility that he would not be able to attend the Monday, August 12, 2024, Regular City Commission Meeting.

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT – 7:21 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, August 12, 2024, 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:cff2f3f4-a98e-4358-9227-233a619ed83e
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

Staff Present: City Manager T. Michael Stavres; 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; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Public Works Director Brittany Hart.

3. **INVOCATION** – Commissioner Clifton E. Dollison

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

5. **PRESENTATION(S)**

A. "Dave Carter Retirement" Proclamation - Dave Carter, Carter Kaye Engineering

Deputy City Manager Carnevale read aloud the proclamation recognizing the service and accomplishments of Dave Carter in the City of Winter Haven, Florida and congratulated him on his retirement. Mr. Carter, who was once the City Engineer, spoke about his background, how special Winter Haven was and how he had enjoyed working with City staff, and thanked the City for the recognition.

B. The Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) - Winter Haven Police Department

City Manager Stavres reported that the City's law enforcement operations with the Winter Haven Police Department was accredited on a state and national level, which was a commitment to upholding the highest standards best management practices within law enforcement. He also congratulated the Police Department for their achievement.

Assistant City Manager for Public Safety Bird gave an update on the accreditation process and said that the Police Department received zero blemishes, which was rare, and had received many compliments. He also discussed the importance of community relationship building. The team that stood alongside him consisted of Police Chief Brannan, Deputy Police Chief Vance Monroe, Accreditation Manager Carla Deal, Officer Charles Bolton, Captain Mitch Meadows, and Captain Donald Nunnery.

DRAFT

Police Chief Brannan said it took an entire team to reach this milestone and complimented them. He said it was also about a Citywide effort, the importance of getting into the community, congratulated his team, and thanked the City for the recognition.

City Manager Stavres pointed out that this was the second departmental accreditation this year after the Public Works Department and that it was the Police Department's reaccreditation. He also noted there would be efforts moving forward for accreditation within the Parks, Recreation and Culture Department, the Fire Department, and ultimately all departments for the benefit of the citizens.

Commissioner Dantzler commented that as Mayor, he was able to attend a CALEA Conference in Baltimore and the accreditation was a big deal and sought-after designation. He congratulated the Police Department for their achievement.

C. Recognition of the 2024 Certified Public Manager (CPM) Program Graduates

City Manager Stavres gave a background on the Certified Public Manager (CPM) Program by Florida State University, which was an advanced development program specifically for municipal and state government employees. He noted that the Florida CPM Program, which was a college-level Master program and a 2-year commitment, was one of the most recognized and well-established program in the nation and 59 City of Winter Haven employees had graduated from it, which he explained in more detail. He announced the graduates as Public Affairs and Communications Director Hill, Fire Chief Emery, Natural Resources Division Director Dustin Everitt, Police Lieutenant Garret Boyd and Parks, Recreation and Culture Assistant Superintendent of Parks and Grounds Carlos DeJesus. He also reported that another group would be graduating next August.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. July 17, 2024, City Commission Special City Commission Workshop Meeting Minutes

B. July 17, 2024, City Commission Agenda Review Session Meeting Minutes

C. July 22, 2024, Regular City Commission Meeting Minutes

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

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

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE – None

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

10. CONSENT AGENDA

A. Florida Department of Corrections (FDOC) Inmate Work Program

B. Lake Elbert Trail Project (ITB-23-30) Change Orders #2 and 3: Gravity Sewer Removal Curbing Removal/Replacement

C. Rowdy Gaines Olympic Pool Construction Manager at Risk Long Lead Time Materials Procurement Proposal

D. Award of RFQ-23-42 - Design-Build Services for Willowbrook Golf Course to Whitehead Construction, Design Scope of Work and Phase 1 Construction On course Restroom Renovations

E. ITB-24-29 Award of Sertoma Baseball Park shade structures to Shade Systems, Inc. (Ocala, FL)

F. Interlocal Agreement with the Town of Dundee for Potable Water and Wastewater Utility Services

G. Recommendation of Award of ITB-24-28, Well Construction for Cypresswood and Pollard Road Water Treatment Facilities

H. Recommendation of Award, ITB-24-30, Septic to Sewer Remediation Area 6A - North (Lift Station #191 Replacement)

I. Repair of RAS Pump #1 at Wastewater Treatment Plant #3

J. Amendment to Grant Agreement with Polk Regional Water Cooperative (PRWC) for Florida Department of Environmental Protection (FDEP), LPA0212 Grant

K. Owners Representative Professional Services for Water Resource Facility (WRF) at Pollard Road Professional Services Agreement

L. Records Modernization

M. Use Agreement Between City of Winter Haven and Theatre Winter Haven

N. Use Agreement Between City of Winter Haven and Theatre Winter Haven First Addendum (Ritz Theatre)

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

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

Motion carried 5:0.

11. RESOLUTION(S)

A. R-24-34 - Request by VMAR DEV, LLC. to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Villamar 6 & 6D Subdivision

City Attorney Murphy read Resolution R-24-34 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-24-34.

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

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

Motion carried 5:0.

B. R-24-36 - Consolidating the Construction Funds to one Capital Projects Fund

City Attorney Murphy read Resolution R-24-36 by title only and City Manager Stavres presented

Motion by Mayor Pro Tem Yates to approve Resolution R-24-36.

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

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

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

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

Mayor Birdsong reported this item would come back for a second reading and public hearing at the August 26, 2024, Regular City Commission Meeting.

City Attorney Murphy read Ordinance O-24-23 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Commissioner Dantzler expressed his preference for a redlined version of the documents. Discussion ensued.

B. O-24-30 - PUBLIC HEARING - Request by Peterson and Myers, PA to assign Neighborhood Suburban Future Land Use to an annexed parcel

City Attorney Murphy read Ordinance O-24-30 by title only. City Manager Stavres said this was a companion to Ordinance O-24-31. Economic Opportunity and Community Investment Director Labbe presented.

Motion by Commissioner Mercer to approve Ordinance O-24-30 on first reading – public hearing for transmittal to the Florida Department of Commerce for review.

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

Shelton Rice, Attorney at Peterson and Myers, P.A. at 225 E. Lemon Street in Lakeland and on behalf of the applicant, distributed a *Lake Smart Project* document *(see attached)* to the Commission, gave background on the request, and asked the Commission to approve this item. Discussion ensued about site plan, constraints, intent, number of lakes, density, number of lots, and number of units per acre.

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

Motion carried 3:2 with Commissioner Dantzler and Commissioner Dollison voting no.

C. O-24-31 - Request by Peterson and Myers, PA to assign Multi-Family Residential- Low Density (R-3) zoning district to an annexed parcel

City Attorney Murphy read Ordinance O-24-31 by title only. City Manager Stavres said this was a companion to Ordinance O-24-30. Economic Opportunity and Community Investment Director Labbe presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at an upcoming , Regular City Commission Meeting.

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

City Attorney Murphy read Ordinance O-24-32 by title only. Economic Opportunity and Community Investment Director Labbe presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the August 26, 2024, Regular City Commission Meeting.

13. NEW BUSINESS – None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: spent time with grandchildren who were visiting; was interviewed on [Tampa] Bay News 9; attended a Polk County Tourist Development Council (TDC) Arts, Culture, and Heritage Committee Meeting; and the [Chamber of Commerce *Off the Clock*] *Christmas in July* event [hosted by Courtyard by Marriott Winter Haven].

Commissioner Dollison reported the following: attended a Planning Commission Meeting and attended the Ridge Art [Art Show Reception and Awards] at City Hall and he and Commissioner Mercer presented awards. City Manager Stavres noted that Ridge Art had sent a card expressing appreciation.

Commissioner Mercer reported the following: attended the Employee Diversity and Inclusion Team 4th Annual Meeting and the Ridge Art [Art Show Reception and Awards].

Mayor Pro Tem Yates reported the following: attended a Polk County Transportation Planning Organization (TPO) Meeting and said he looked forward to attending the Florida League of Cities (FLC) Annual Conference working with Florida municipalities to put forth legislative agendas, especially in the area of Taxation and Finance in which he was a liaison, to reiterate the importance of Home Rule for all.

Mayor Birdsong reported the following: attended a TPO Meeting; chaired a Central Florida Regional Planning Council (CFRPC) Board Meeting; attended the Florida Association of Community Agencies; attended the Employee Diversity and Inclusion Team 4th Annual Meeting; and attended the Winter Haven Economic Development Council (WHEDC) Meeting.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres expressed appreciation to the Commission for approving the use agreement with Theatre Winter Haven (TWH) and the addendum for the operation of the Ritz Theatre. He pointed out that TWH Producing Director Dan Chesnicka was in the audience and asked if the Commissioners had any questions. He reported that they were in the process of doing significant improvements on the inside such as the rise of the seat and seating arrangement, bringing in new seating, and accommodations for the guests that would be in that building. There was a robust schedule of activities that would commence sometime in September and it would take a few months to fully ramp up. Lastly, he said he was looking forward to see the activation of this space and extended appreciation to Mr. Chesnicka and TWH.

City Manager Stavres reported that they had received the staff version of the Strategic Plan and would start handing them out to employees starting tomorrow through the next few weeks and share some insights on the plan and the budget with them. There would also be an even smaller citizen version which he believed would get its first distribution next week to kick off the third cohort of the CityU (City University) program. He noted that this was on the Commission calendars and that it would be held at the Woman's Club on Tuesday, August 20, 2024. Over 100 individuals had applied to be involved so staff was excited to get that program underway. He said there were some changes this year that staff was unveiling that they looked forward to and for which staff wanted the Commission to be a part.

City Manager Stavres also reported that he and Public Affairs and Communications Director Hill would be traveling Wednesday, August 14, 2024, to attend the FLC Annual Conference in Hollywood, Florida until midday Saturday, August 17, 2024, and that he looked forward to learning in that environment alongside the Commission.

A. Liaison request: Design/Build for renovations of the former Fire Station #1 for the new Buildings Division facility

City Manager Stavres explained that the City was issuing an RFQ (request for qualifications) for design build services for the former fire station, north of the City Hall building and beside Trailhead Park. He reported that the building had been vacant for some time and the intent was to renovate it to house the Building Division since more space was needed than what was currently available. Lastly, he noted that this was a budgeted project and requested a Commission liaison.

Mayor Pro Tem Yates agreed to serve.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:07 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

PETERSON & MYERS, P.A.

ATTORNEYS AT LAW • SINCE 1948

Lake Smart Project

City of Winter Haven
City Commission
August 12, 2024

57 +/- Acres

Recently Annexed

Property is within Central Urban Core

Requested FLU: Neighborhood Suburban

Requested Zoning: R-3

Utility Easement

Topographical Features



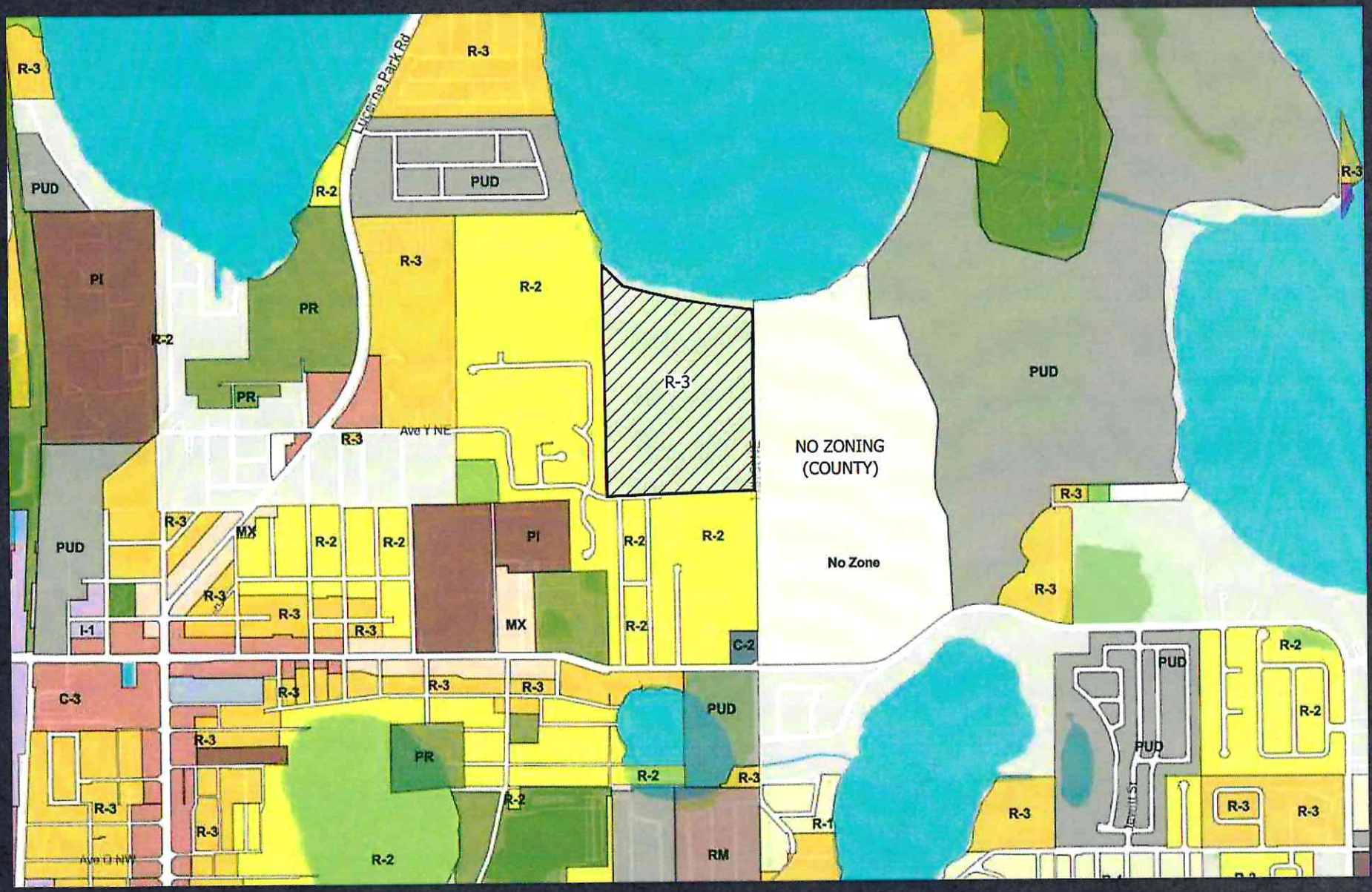
Future Land Use



Neighborhood Suburban- Future Land Use

- Residential Density: Between 2 and 15 units/acre
- Intended Use: Single-Family Residential Development
- May be located along existing or proposed arterial, collector, or local streets.
- Will provide cross connectivity to adjacent undeveloped lands.

Zoning Map

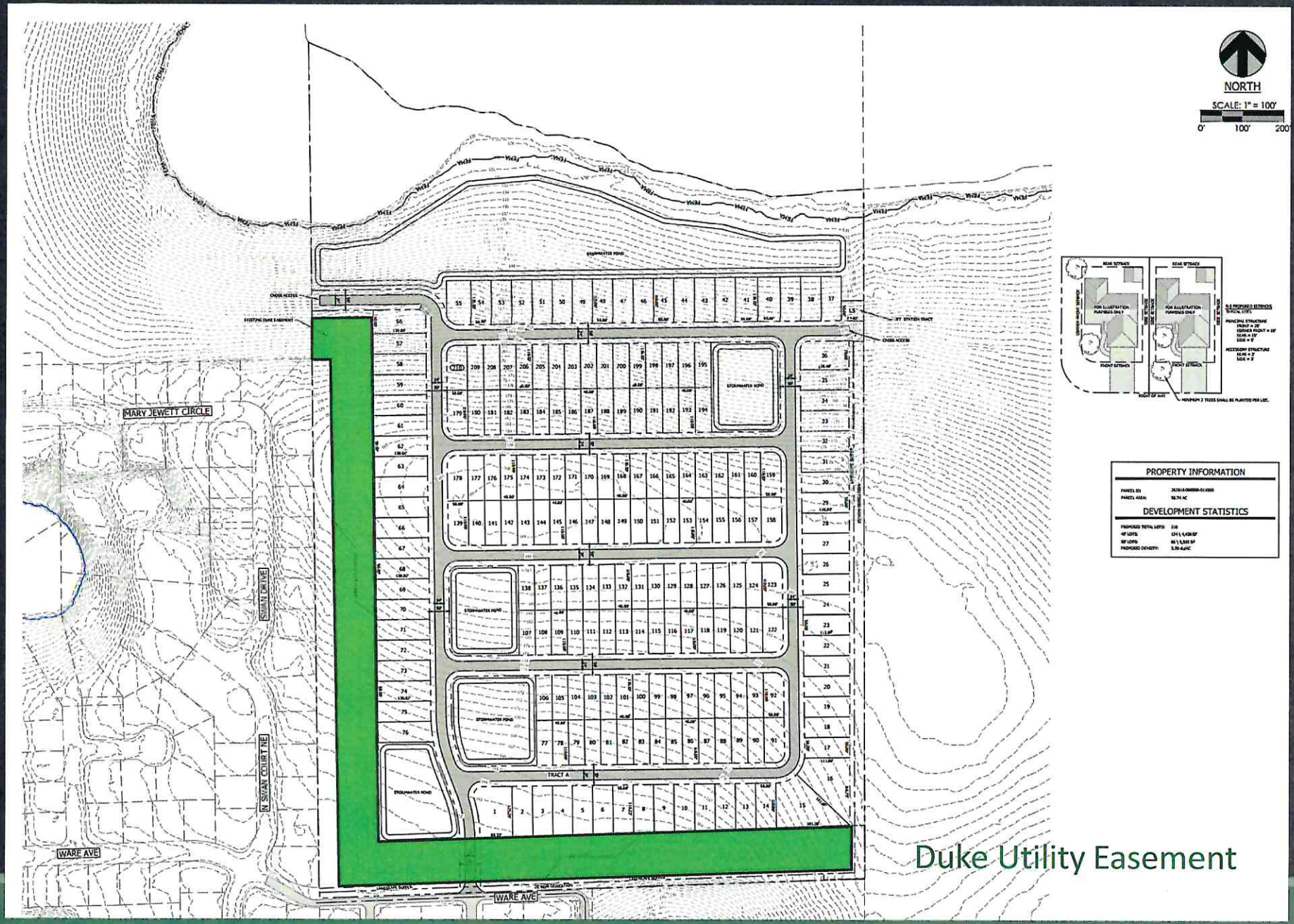

R-3
Lucerne Park Rd
PUD
R-2
PI
PR
Ave Y NE
NO ZONING
(COUNTY)
No Zone
MX
I-1
C-3
C-2
RM
R-1
Ave O NW

Multi-family Residential – Low Density (R-3) Zoning

The R-3, Multi-family Residential-Low Density zoning district is to provide areas for moderate density single family detached residential development, and a wide range of attached types of dwelling units with the incidental accessory uses that are normally located with the principal use.

Table 21-38A	
Future Land Use Designation	**Required Minimum Density**
Neighborhood Suburban	2.01 units per acre
Traditional Neighborhood Area	4.0 units per acre
Neighborhood Mixed Use Hub	5.0 units per acre
Primary Mixed Use Hub	4.0 units per acre

Concept Plan (Discussion Purposes Only)



Summary of Requests

1) FLU Map Amendment to assign Neighborhood Suburban to the property.

2) Zoning Map Amendment to assign Multi-family Residential – Low Density (R-3) to the property.

Planning Commission Recommendation of Approval

Staff Recommendation of Approval

DATE: July 17, 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-24-23: Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article VII, Section 21-439 relating to the submittal and review of engineered site plans.

BACKGROUND

Site plans for commercial, industrial, and institutional projects have been required to be submitted to the City for review since the Landscape Ordinance was adopted in 1988. These early site plans were limited in scope, and generally focused on landscape buffers and parking and driveway areas. Recognizing a need to conduct more detailed reviews and establish a formal site plan review process, Section 21-439 was formally adopted into the Land Development Code in 2001. In the mid 2000s, the City began review of site plans electronically through the ProjectDox software; however, the formal review process contained in Section 21-439 was never updated.

Given over 20 years has passed since the adoption of the City's formal site plan review process, and with the adoption of electronic review technologies, staff has determined a significant update to this Section is appropriate. Major modifications include:

- Defining the four types of site plan reviews: Major, Minor, Less than Minor, and Utility Only;
- Eliminating requirements for hard copy site plan submittals;
- Adding minimum standards for prepration of the site plan;
- Increasing the length of time an approved site plan is valid from 12 months to 18 months, and providing an option for a single 12-month extension; and
- Addressing suspended and abandoned development projects.

FINANCIAL IMPACT

There will be no financial impact as a result of this request.

This is an ordinance pertaining to the amendment of the City's 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 July 9, 2024 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-23.

ATTACHMENT

- Ordinance O-24-23

ORDINANCE NO. O-24-23

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE VII, SECTION 21-439, SITE PLANS, FOR THE PURPOSE OF UPDATING THE SITE PLAN REVIEW PROCESS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; 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, in 2001, the Winter Haven City Commission adopted Chapter 21, Division VII, Section 21-439 requiring City review and approval of residential, commercial, and industrial site plans for new development and redeveloped properties; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article VII, Section 21-439, for the purpose of updating the City's site plan review process; 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 VII, Section 21-439, Site Plans, of the Code of Ordinances of the City of Winter Haven, Florida is hereby repealed in its entirety and is to be replaced by a new Section 21-439 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, section 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 12th day of August, 2024.

PASSED on second reading this 26th day of August, 2024.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A" – Page 1 of 15

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

Sec. 21-439. Site plans.

~~(a) *Intent and purpose.* The site plan review procedure shall be required for specified residential and all nonresidential construction to ensure that all development projects meet the requirements of this Code prior to the issuance of a building permit. It is the intent of this section that the site plan process be a part of the building permit application process, in that the site plan is the instrument by which improvements to the site will be constructed and inspected, and by which final inspection and certificate of occupancy shall be issued.~~

~~However, the building official may at any time accept and review building construction plans related to structural, mechanical, electrical and plumbing systems, subject to the condition that no permits may be issued prior to site plan approval.~~

~~(b) *Development requiring site plan approval.* Site plan approval shall be required prior to the issuance of a building permit for the following:~~

~~(1) A parcel of land proposed for a nonresidential use, including hotels, motels, and RV parks.~~

~~(2) A parcel of land proposed for multiple-family residential use of three (3) dwelling units or more, or a mobile home park.~~

~~(3) Assisted living facilities and group homes housing more than three (3) residents.~~

~~(4) Clubhouses or similar facilities built on common property within a subdivision.~~

~~(5) Division of an existing development site (such a division shall result in a new or modified site plan for previously existing development, in addition to a separate plan for new development).~~

~~(6) An expansion or reconfiguration of any of those types of development which are subject to site plan requirements.~~

~~(7) A change in the use of an existing development site from one (1) land use category to another, as listed in Table 21-32(A).~~

~~(8) Any other type of development that the planning director determines to be appropriate for the site plan review process in order to protect the public health, safety and welfare.~~

~~(c) *Submission and review procedures.* Five (5) copies of the site plan, or more if requested, and all necessary attachments shall be submitted to the planning director to initiate processing of the plan. All site plans must accurately show all relevant information about a proposed development to permit it to be reviewed against the requirements of this Code, and to provide a permanent public record as to the type and characteristics of development approved on the site.~~

(1) *Site plan preparation requirements.* All site plans shall meet the information and specification requirements established by the departments reviewing them.

The planning director shall maintain, and provide to each applicant, a specific checklist listing all written, graphic, and engineering information required for reviewing site plans for conformance with chapter 21. All the information on the checklist shall be required unless waived by the applicable department director.

In addition to site plans addressing the Land Development Code, plans for road construction, grading, drainage, and utilities will be reviewed by the engineering, building, fire and other appropriate City departments. A professional engineer registered in the State of Florida shall seal all site plans.

(2) *Completeness of plans.* Completeness of site plans shall be determined within five (5) days by the planning director, and if complete shall be released for staff review pursuant to paragraph (3) below.

Where the proposed development involves only the expansion of existing structures, or the construction of minor accessory structures, the planning director may reduce or waive certain criteria, data, or other submission requirements as appropriate provided that the following conditions are met:

a. No existing structure will be expanded by more than twenty (20) percent of its total floor area and/or seating.
b. No proposed accessory structure will be constructed which will exceed ten (10) percent of the floor area of the principal structure, or two hundred (200) square feet, whichever is less.
c. No change in the existing use of the site is proposed.
d. No existing nonconforming use would be expanded, and all other aspects of the site are in conformity with the requirements of this Code.
e. The development site will not be reduced in size.

(3) *Staff review.* The planning director and other appropriate members of City staff shall review the site plan with specific regard to the codes and ordinances of the City of Winter Haven, and provide written comments to the applicant. As part of the review process, a pre-application conference may be scheduled at the applicant's request in accordance with section 21-341. The staff review shall identify matters of development policy concern to which the developer shall address particular attention.

(4) *Revised plans.* After receiving staff review comments, the applicant shall submit to the planning director revised site plans in which all concerns of the staff have been addressed. At the planning director's discretion, the revised plans may be considered at a second pre-application conference. City staff members shall submit comments individually to the planning director.

(d) *Approval of site plans.* When all staff comments have been adequately addressed, and all applicable City, state and federal regulations have been met, the applicant may request a development approval certificate from the planning department under the provisions of paragraph (i). No building permit shall be granted until such time as a development approval certificate has been issued by the planning department.

All building and construction permits issued for any project requiring site plan review shall be consistent with the approved site plan and development approval certificate. These approvals shall not under any circumstances be construed to waive or otherwise diminish the applicable City requirements for construction or installation of structures or materials. Whenever a conflict between the site plan and such construction details occurs, the more restrictive or that requiring the higher standard shall prevail.

Approved site plans shall remain valid for a period of one (1) year after final approval. A building permit must be obtained during that time.

(e) *Modification of site plans.* Any modification, variation or adjustment of an approved site plan shall require approval of a site plan amendment. Any such amendment shall be consistent with all applicable provisions of this Code and shall be reviewed, as appropriate, by the planning, engineering, fire and building departments.

Upon approval of any amendment, the planning director shall stamp and date the most recent version of the site plan, showing the approved change, and mark all previous copies as "void."

(f) *Integration of other review procedures.* Any site plan to be built in stages or requiring variance or special use approval shall be coordinated as set forth below:

(1) *Development built in stages.* The applicant shall submit a proposed stage plan, including a schedule for completion of all improvements. Once a stage plan has been approved, no land may be used and no building may be occupied except in accordance with such plan. At the planning director's discretion, a new site plan may be required for each successive stage of the development.

Stage configurations shall be logical and consistent with the purposes of this Code. When necessary to ensure timely completion of same and to effectuate the intent of this Code, the planning director may stipulate that any or all portions of the required landscaping, bufferyards, parking, drainage or erosion control facilities be provided during the first stage of development, even though portions thereof may lie outside the stage. Each stage, at a minimum, must include adequate parking, drainage facilities, landscaping, and all other features needed to serve that portion of the development.

Where the applicant has agreed to provide off-site improvements, such as traffic signals, turn lanes, and sewer lines, the planning director may require such improvements to be in place upon completion of any stage of the development, when necessary to ensure timely completion of same and to effectuate the intent of this Code.

Prior to approval for construction of any one (1) stage, an engineering stage plan shall be submitted to and approved by the City Engineer. This plan shall address site grading, erosion control, stormwater management, internal traffic circulation, and any other design elements required by the City Engineer.

(2) *Variances.* Those developments requiring the granting of a variance by the Development Special Magistrate from a regulation of this Code in conjunction with site plan review shall have the appropriate request acted upon by the Development Special Magistrate. This shall include existing development sites, proposed for expansion or reconfiguration, which are nonconforming to any requirement of this Code. The site plan may be reviewed concurrently with review and action on the variance request, but the site plan shall not be approved until the variance has been approved.

(3) *Special Use Approvals.* For developments requiring Special Use Approval, a request for such approval shall be submitted to the Planning Commission and shall be approved prior to final approval of the site plan. A site plan and a special use approval request may be processed concurrently.

(g) *Noncompliance.* Failure to comply with an approved site plan, or any of the conditions of such approval, shall be cause to deny issuance of a development approval certificate or, where such a certificate has been issued, to render such development approval certificate invalid. Any action, construction, development or use of property undertaken in violation of the approved site plan, and any provisions of this section, shall constitute a violation of this Code and may be subject to a stop work order issued by the building official.

(h) *Development site to be unified.*

(1) *Internal division of ownership.* Except as provided in this section, the development site shall remain unified by title under one (1) owner, or by multiple owners holding a percentage interest in the site as a whole. Where a development site consists of two (2) or more existing lots under the same ownership, these shall be viewed as a single property. Any future subdivision of such property shall comply with this section and other applicable provisions of this Code.

Where spatial division of ownership within a development site is proposed, the owners of all component properties shall accept the following conditions in receiving site plan approval:

a. No individual property will be used or developed in any way which is not consistent with the approved site plan.
b. Development rights on each parcel are combined with those of the balance of the development site, and no separate development proposals will be considered by the City unless the development site can be divided in accordance with the provisions of this Code.
c. No parcel of land within a development site shall be subdivided, sold or otherwise conveyed for the purpose of new development which is not authorized under the approved site plan.

All owners of property within the development site shall authorize one (1) person, designated as the applicant, to represent them collectively with City officials regarding all matters related to the site plan and development site.

(2) *External ownership.* When the development site is part of a larger parcel of property, of which a portion is not intended to be included within the site plan, this unused area shall become a separate lot meeting any relevant size and dimensional requirements of the code.

(3) *Development site to be complete.* Generally, the development site shall be designed to provide all required amenities and facilities, including bufferyards, landscaping, parking and stormwater retention. Required features shall not be located off site or on adjacent properties which are leased, rented, or otherwise proposed for use on an informal basis. However, off-site parking may be allowed under the provisions of section 21-143. Drainage and retention facilities may be waived or located off site with the approval of the City Engineer in accordance with section 21-161.

(4) *Division after approval.* No development site, once granted site plan approval, shall be divided except through the site plan amendment process established in paragraph (e).

(i) *Development approval certificates.* No development permitted under this Code, including accessory uses, may be established and no existing building shall be altered with respect to its use until a development approval certificate (DAC) has been issued by the planning department. However, single-family and duplex development shall be exempt from this requirement.

Issuance of a DAC indicates that the proposal meets all applicable requirements of this Code, as well as other standards and regulations administered by the City. Accordingly, it shall contain an indication of approval by all relevant City departments, including, but not limited to, planning, engineering and fire.

Where the proposed development consists of the renovation or reconfiguration of an existing site such that no new site plan is required under paragraph (b), the DAC may indicate such information. However, this shall not constitute an exemption from any review by the building, engineering and fire departments which may be required under other regulations.

Nothing herein shall relieve any applicant of the responsibility of seeking any additional permit required by applicable regulations of the City of Winter Haven, Polk County, the Southwest Florida Water Management District, or the State of Florida.

(j) *Procedures.* Prior to requesting a building permit from the building official, the applicant shall contact the planning department to obtain a DAC for the proposed development. In evaluating the request for a DAC, the planning department shall determine that:

(1) The project has a valid site plan meeting the requirements of paragraph (c) which has been reviewed and approved by all relevant City departments; or, no site plan is required under paragraph (b).

~~(2) All comments and issues raised by City staff during the review process have been fully addressed by the applicant and revised copies of the site plan have been provided as needed to City officials.~~

~~(3) The project meets adopted level of service standards established in the Comprehensive Plan and complies with the requirements of article 6, division 1, (Concurrency Management) of this Code.~~

~~Upon issuing a DAC, the planning department shall place an "Approved" stamp on the most up-to-date revision of the site plan. The applicant shall provide no less than six (6) copies of this site plan, all of which shall be stamped "Approved," and a copy of the DAC shall be attached to each. Copies of the DAC and final site plan shall be filed in the offices of the planning, engineering, building, and fire departments. An additional copy shall be given to the applicant for his/her records.~~

~~All building permits shall be consistent with the final version of the site plan attached to the DAC. Any alternate or previous versions of the site plan shall be deemed invalid after a DAC is issued. Changes in site layout or in any element of the site plan shall require a new or amended DAC, to be approved by the planning department.~~

~~The DAC shall become void upon expiration of site plan approval under paragraph (d).~~

(a) *Intent and purpose.* Site plan review shall be required for specified residential and all nonresidential construction to ensure that all development and redevelopment projects meet the requirements of this Code prior to the issuance of a building permit. The building official may, at any time, accept and review building construction plans related to structural, mechanical, electrical and plumbing systems, subject to the condition that no permits may be issued prior to site plan approval.

There are four types of site plan review, each with its own set of review procedures. The four types are:

(1) *Less than Minor* being defined as a simple change in use of a property, which either has a current approved site plan or a site containing existing parking facilities and utility connections; or a multi-family use containing three (3) or four (4) dwelling units;

(2) *Minor* being defined as an expansion of a building, addition of a new use, or creation of additional on-site parking facilities;

(3) *Major* being defined as any new development on undeveloped property or the expansion or redevelopment of an existing use by more than 50 percent; and

(4) *Utilities Only* being defined as a review consisting only of water, sewer, or reuse utility projects.

(b) *Development requiring site plan approval.* Site plan approval shall be required prior to the issuance of a building permit for the following:

(1) An undeveloped parcel of land proposed for a commercial, industrial, institutional, recreation use, or any of these uses in combination with a residential use.

(2) An undeveloped parcel of land proposed for multi-family residential use of three (3) dwelling units or more, or a mobile home park.

(3) Assisted living facilities and group homes housing more than three (3) residents.

(4) Clubhouses or similar facilities built on common property within a subdivision.

(5) Division of an existing development site (such a division shall result in a new or modified site plan for previously existing development, in addition to a separate plan for new development).

(6) An expansion or reconfiguration of any of those types of development which are subject to site plan requirements by greater than ten percent (10%) of the total existing principal building(s) floor area; however, expansions less than ten percent (10%) of the total existing principal building(s) floor area which exceed 1,000 square feet in area shall be required to undergo a minor site plan review.

(7) A change in the use of an existing development site from one (1) land use category to another, as listed in Table 21-32(A) of this Code.

(8) Any other type of development that the Economic Opportunity and Community Investment Director determines to be appropriate for the site plan review process in order to protect the public health, safety and welfare.

For projects intended to be developed in phases, each phase of the development shall be submitted as a separate site plan for review.

(c) *Submission and review procedures.* All Major, Minor, and Utility Only site plans, at a minimum, shall be reviewed by the Engineering Division, Planning Division, Winter Haven Water Department and Fire Department. Other City Departments may be included in reviews as appropriate. Site plan reviews shall be conducted electronically through computer software obtained for use by the City.

Prior to a site plan review commencing, the applicant shall pay review fees as established by resolution of the City Commission. Projects from the City, another governmental agency, or the Polk County School Board shall be exempt from paying site plan review fees.

(1) *Professional engineer.* All Major, Minor, and Utility Only site plans submitted for review and approval, shall be prepared by or under the supervision of a professional engineer registered in the State of Florida. The professional engineer shall sign and seal all site plans.

(2) *Survey required*. All major, minor, and utility only site plan submittals shall be accompanied by a signed and sealed survey prepared within the last three (3) years by a professional surveyor licensed in the State of Florida.

(3) *Required information.* All site plans submitted for review shall contain, at a minimum, the following information:

a. Site plan name;
b. Project location, parcel identification number(s), and legal description;
c. Description of project;
d. Parcel size;
e. Square footage of proposed commercial, institutional, or industrial buildings, number of lots, or number of residential dwelling units;
f. Height, expressed in feet and floors, for all proposed buildings and structures (excluding single-family structures);
g. Current Future Land Use designation;
h. Current Zoning designation;
i. Total impervious surface area expressed in square feet and broken down by building area square feet and parking and driveway area square feet;
j. Number of required parking spaces and number of provided parking spaces;
k. All existing and proposed utility or drainage easements;
l. Any 100-year floodplain or jurisdictional wetland lines with elevations;
m. Locations and number of dumpsters; and
n. Landscaping

(4) *Site Plan Drawings*. All site plan drawings shall adhere to the following standards:

a. All dimensions shown on the site plan shall be shown in feet and decimal fractions to the nearest one-hundredth and all bearings in degrees to the nearest minute; and

b. All site plans shall be drawn to one of the following scales:

1-inch equals 10 feet
1-inch equals 20 feet
1-inch equals 30 feet
1-inch equals 40 feet; or
1-inch equals 50 feet

c. Multiple sheets. When a site plan consists of multiple sheets, the first sheet shall contain an index listing all of the included sheets.

d. Page size. All site plans shall be prepared in a manner to allow printing at the following dimensions:

11 inches x 17 inches
24 inches x 36 inches

Plans submitted for final approval and stamping shall be 24 inches by 36 inches.

(5) *Concurrency Review*. All site plans shall be reviewed to ensure water, wastewater, transportation, and public school capacity is available.

a. Water, Wastewater, and Transportation Facilities.

A binding concurrency application shall be submitted as part of all major, minor, and utility only site plan reviews except those for residential developments requiring a subdivision plat. For those residential developments requiring a subdivision plat, a non-binding concurrency application shall be provided.

b. Public School Facilities.

For all residential developments which do not require a subdivision plat, a binding letter, or similar document, issued by the Polk County School Board indicating available public school capacity shall be submitted. For all residential developments requiring a subdivision plat, a non-binding letter, or similar document, issued by the Polk County School Board indicating available public school capacity shall be submitted.

Non-residential projects are exempt from providing documentation regarding available public school facilities.

(6) *Completeness of plans.* Completeness of site plans shall be determined within seven (7) days by the Economic Opportunity and Community Investment Director, or his/her designee, and if complete shall be released for staff review pursuant to paragraph (3) below, and a completeness letter shall be issued to the applicant.

Where the proposed development involves only the expansion of existing structures, or the construction of minor accessory structures, the Economic Opportunity and Community Investment Director, or his/her designee, may reduce or waive certain criteria, data, or other submission requirements upon consultation with the City Engineer.

(7) *Staff review of site plans.*

a. Members of City staff, as identified by Section 21-439(c) of this Code, shall review the site plan with specific regard to the codes and ordinances of the City of Winter Haven, and either approve the site plan or deny the site plan and provide written comments to the applicant. Review times for site plan review cycles shall be established by the Economic Opportunity and Community Investment Director.

b. Revised plans. After receiving staff review comments, the applicant shall resubmit to the Economic Opportunity and Community Investment Director, or his/her designee, revised site plans in which all concerns of the staff have been addressed. Subsequent site plan reviews shall follow the same review process as set forth by Section 21-439(c)(5) of this Code. Should a site plan not receive approval after the third review submittal, a mandatory meeting with the City's Development Review Committee shall be required prior to making submittal for the fourth review, and any necessary subsequent reviews. The City Engineer may waive this meeting requirement upon receipt of a written request by the applicant.

(8) *Affordable Housing Projects*. Site Plan reviews for affordable housing projects, as defined by Section 163.3177(6)(f)(3) of the Florida Statutes, shall be marked as "Affordable Housing," and prioritized for immediate review. Site plan review fees for designated Affordable Housing shall be waived or reduced in accordance with the following:

a. If one-hundred percent (100%) of the proposed units meet the definition of affordable, all site plan review fees shall be waived.

b. If a minimum of sixty percent (60%) of the proposed units meet the definition of affordable, seventy-five percent (75%) of all site plan review fees shall be waived.

c. If up to sixty percent (60%) of the of the proposed units meet the definition of affordable, fifty percent (50%) of all site plan review fees shall be waived.

(d) *Approval of site plans*. When all staff comments have been adequately addressed, and all applicable City, state and federal regulations have been met, a *Development Approval Certificate* from the Economic Opportunity and Community Investment Department will be issued.

(1) Upon approval of a site plan, four (4) hard copy sets of the complete, approved site plan shall be submitted for stamping.

(2) No building permit shall be issued until such time as *a Development Approval Certificate* has been issued by the Planning Division.

(3) All building and construction permits issued for any project requiring site plan review shall be consistent with the approved site plan and *Development Approval Certificate*. These approvals shall not under any circumstances be construed to waive or otherwise diminish the applicable City requirements for construction or installation of structures or materials. Whenever a conflict between the site plan and such construction details occurs, the more restrictive or that requiring the higher standard shall prevail.

(4) Approved site plans shall remain valid for a period of eighteen (18) months after final approval. A building permit must be obtained or horizontal site work must begin during that time. A single extension of the site plan approval, of up to twelve (12) months, may be granted by the Economic Opportunity and Community Investment Director upon receipt of a written request to extend the site plan approval no later than thirty (30) days prior to expiration of the site plan.

(e) *Modification of site plans.* Any modification, variation or adjustment of an approved site plan shall require resubmittal of the site plan for a minor review. Any such amendment shall be consistent with all applicable provisions of this Code and shall be reviewed, as appropriate, following the same review process as set forth by Section 21-439(c) of this Code.

Upon approval of any revision to a site plan, the Economic Opportunity and Community Investment Director, or his/her designee, shall stamp and date the most recent version of the site plan, showing the approved change, and mark all previous copies as "void."

(f) *Integration with other review procedures.* Any on-site or off-site work required as part of an approved site plan that will be constructed in stages or which requires a variance or special use approval, shall be coordinated as set forth below:

(1) *Site development constructed in stages*. The applicant shall submit a proposed construction staging plan, including a schedule for completion of all improvements for any development where site work will not be constructed as a single stage. This plan shall be logical and consistent with the purposes of this Code and the approved site plan, and at a minimum, shall address site grading, erosion control, stormwater management, internal traffic circulation, utility connections, and any other design elements required by the City Engineer. Once a construction staging plan has been approved, no land may be used and no building may be occupied except in accordance with such plan.

When necessary to ensure timely completion of same and to effectuate the intent of this Code, the Economic Opportunity and Community Investment Director, or his/her designee, may stipulate that any or all portions of the required utility connections and extensions, landscaping, bufferyards, parking, drainage or erosion control facilities be provided during the first construction stage of development, even though portions thereof may lie outside the stage. Each stage, at a minimum, must include adequate utilities, parking, drainage facilities, landscaping, and all other features needed to serve that portion of the development.

(2) *Off-site improvements*. Where the applicant is required to provide off-site improvements, such as traffic signals, turn lanes, sidewalks, easements, right-of-way, and utility lines, the Economic Opportunity and Community Investment Director, or his/her designee may require such improvements to be in place upon completion of any stage of the development, when necessary to ensure timely completion of same and to effectuate the intent of this Code. No final certificates of occupancy (CO) shall be issued until any and all off-site improvements required by an outside agency have either been completed and accepted by the appropriate agency or that agency provides written consent to allowing the issuance of a final CO and the Economic Opportunity and Community Investment Director concurs with same and all other requirements and/or provisions of this Code relating to the issuance of a final CO are met.

(3) *Variances.* Those developments requiring the granting of a variance by the Development Special Magistrate from a regulation of this Code in conjunction with site plan review shall have the appropriate request acted upon by the Development Special Magistrate. This shall include existing development sites, proposed for expansion or reconfiguration, which are nonconforming to any requirement of this Code. The site plan may be reviewed concurrently with review and action on the variance request, but the site plan shall not be approved until any such variance has been approved.

(4) *Special Use Approvals.* For developments requiring Special Use Approval, a request for such approval shall be submitted to the Planning Commission and shall be approved prior to final approval of the site plan. A site plan and a special use approval request may be processed concurrently.

(g) *Development site to be unified*

(1) *Internal division of ownership.* Except as provided in this section, the development site shall remain unified by title under one (1) owner, or by multiple owners holding a percentage interest in the site as a whole. Where a development site consists of two (2) or more existing lots under the same ownership, these shall be viewed as a single property. Any future subdivision of such property shall comply with this section and other applicable provisions of this Code.

Where spatial division of ownership within a development site is proposed, the owners of all component properties shall accept the following conditions in receiving site plan approval:

a. No individual property will be used or developed in any way which is not consistent with the approved site plan.

b. Development rights on each parcel are combined with those of the balance of the development site, and no separate development proposals will be considered by the City unless the development site can be divided in accordance with the provisions of this Code.

c. No parcel of land within a development site shall be subdivided, sold or otherwise conveyed for the purpose of new development which is not authorized under the approved site plan.

All owners of property within the development site shall authorize one (1) person, designated as the applicant, to represent them collectively with City officials regarding all matters related to the site plan and development site.

(2) *External ownership.* When the development site is part of a larger parcel of property, of which a portion is not intended to be included within the site plan, this unused area shall become a separate lot meeting any relevant size and dimensional requirements of this Code.

(3) *Development site to be complete*. Generally, the development site shall be designed to provide all required amenities and facilities, including bufferyards, landscaping, parking and stormwater retention. Required features shall not be located off site or on adjacent properties which are leased, rented, or otherwise proposed for use on an informal basis. However, off-site parking may be allowed under the provisions of Section 21-143 of this Code. Drainage and retention facilities may be waived or located off site with the approval of the City Engineer in accordance with Section 21-161 of this Code.

(4) *Division after approval.* No development site, once granted site plan approval, shall be divided except through the site plan amendment process established in subparagraph (e) above of this Code.

(h) *Construction Activities*. Upon approval of a site plan, the issuance of all other required permits from agencies with jurisdiction, and commencement of construction activities, site work is expected to proceed in accordance with acceptable industry standards until completion.

(1) Suspension of Construction Activities by the Developer. Should the developer of a project subject to an approved site plan stop construction activities for a period of six (6) months or greater from the last inspection date, the developer shall comply with the following requirements prior to resuming construction on the project:

a. Schedule a meeting with the City Engineer, or his/her designee; and
b. Payment of Engineering re-inspection fees; and
c. Removal of any pressure pipe, which has been installed and remained unpressurized for a period exceeding nine (9) months, and replaced with new pressure pipe.

(2) Abandonment of Development Project. Any project where there have been no construction activities for a period of eighteen (18) months from the last inspection date shall be deemed abandoned. Upon a project being declared abandoned, the Economic Opportunity and Community Investment Director shall provide notice to the applicant and engineer of record stating that the project has been declared abandoned.

a. Abandoned projects shall require a new site plan be submitted for review prior to resuming construction on the project.

b. All water, wastewater, and transportation capacity reserved for the project shall be voided and designated as capacity available for all developments.

c. Should no response be received from the project's applicant within three (3) months of being notified their project has been declared abandoned, the site, at a minimum shall be stabilized and restored to prevent erosion and sediment from leaving the development site.

(i) *Enforcement.* Failure to submit a required site plan or comply with an approved site plan, or any of the conditions of such approval, shall be subject to enforcement through procedures adopted by the City's Safe Neighborhoods Division in coordination with the City Engineer; however, the City Engineer shall have the authority to issue a stop work order for any development activities occurring without an approved site plan or not in accordance with an approved site plan.

DATE: July 17, 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-24-32: Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article III, Section 21-142 and Chapter 21, Article VIII, Division 3 relating the addition of language supporting the development of affordable housing and clean-up of existing language.

BACKGROUND

The Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420.9076 (2) of the Florida Statutes requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. In preparing the Incentive Plan, the City's Affordable Housing Advisory Committee is required to review eleven affordable housing incentives identified by the State of Florida, and adopt those relevant to Winter Haven. The eleven incentives identified by the State are:

A. Expedited permitting (Mandatory incentive)
B. All allowable fee waivers provided for development of construction of affordable housing (Adopted locally)
C. Density flexibility
D. Reservation of infrastructure
E. Accessory dwelling units (Adopted locally)
F. Parking and setback reductions
G. Flexible lot configuration
H. Street requirements modifications
I. Ongoing review of Policies, Procedures, Ordinances, and Regulations (Mandatory incentive)
J. Inventory of public land suitable for affordable housing (Adopted locally)
K. Support of development near transportation hubs, job centers, and mixed use development

The *2035 Winter Haven Comprehensive Plan* contains goals, objectives and policies relating to the provision of affordable housing in the City. Specifically, Housing Element Policy 2.1.2 addresses elimination of financial and regulatory barriers to private sector construction of affordable housing; and, Housing Element Policy 2.2.3 addresses streamlined review and permitting for developers committing to construction of 10 percent of their units as affordable.

To implement the affordable housing strategies adopted in the Incentive Plan and the *2035 Winter Haven Comprehensive Plan*, certain portions of Chapter 21 of the Code of Ordinances need to be updated.

Major modifications include:

- Revising Section 21-142 to establish a reduced parking requirement of 1.5 parking spaces per unit for developments containing affordable housing and capping the maximum number of required bicycle spaces;

- Revising Section 21-461 relating to the Planning Commission to update the language relating to the appointment of members and procedures;

- Revising Section 21-462 to update the language addressing the appointment of the Development Special Magistrate and timeline to submit applications; and

- Adding Section 21-464 to address expedited review and fee waivers for development projects containing affordable housing.

FINANCIAL IMPACT

As this request reduces or waives application fees for affordable housing projects, there may be some minor reduction in revenues from application fees of less than $10,000 annually.

This is an ordinance pertaining to the amendment of the City's 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 July 9, 2024 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-32.

ATTACHMENT

- Ordinance O-24-32

ORDINANCE NO. O-24-32

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE III, SECTION 21-142, NUMBER OF SPACES AND CHAPTER 21, ARTICLE VIII, DIVISION 3, DEVELOPMENT BOARDS, FOR THE PURPOSE OF SUPPORTING DEVELOPMENT OF AFFORDABLE HOUSING AND CLEAN-UP OF EXISTING LANGUAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; 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 Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420.9076 (2) of the Florida Statutes requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act; and

WHEREAS, in preparing the Incentive Plan, the City's Affordable Housing Advisory Committee is required to review eleven affordable housing incentives identified by the State of Florida, and adopt those relevant to Winter Haven; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article III, Section 21-142 and Chapter 21, Article VIII, Division 3, for the purpose of supporting the development of affordable housing in the City; 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 III, Section 21-142, Number of Spaces, 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. That Chapter 21, Article VIII, Division 3, Development Boards, 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, section 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 12th day of August, 2024.

PASSED on second reading this 26th day of August, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A" – Page 1 of 6

New text is underlined in red and deleted text is ~~stricken through in red~~.

Sec. 21-142. - Number of spaces.

(a) In all zoning districts, unless exempted or modified by this section, off-street parking shall be provided as set forth in Table 21-142A. Table 21-142A establishes minimum requirements necessary. Certain combinations or mixes of uses may require additional off-street spaces to be provided and may require the submittal of an alternative parking analysis acceptable to the growth management director.

Table 21-142A Required Number of Parking Spaces

Land Use and/or Building Type		Required Spaces	Unit of Measure*
Residential and Group Care Uses			
Single-family		2.0	Per dwelling unit
Duplexes		2.0	Per dwelling unit
Multi-family	Low and mid-rise (Up to 6 floors)	1.7	Per dwelling unit
	High-rise (over 6 floors)	1.5	Per dwelling unit
	Senior citizen	1.1	Per dwelling unit
	Affordable Housing (As defined by Chapter 163.3177(6)(f)(3) F.S.)	1.5	Per dwelling unit
Assisted living facility		0.7	Per 1,000 square feet; or
		0.5	Per bed
Boarding House		1.0	Per Room plus 2 spaces for resident manager
Hospital		2.0	Per bed
Nursing Home		0.7	Per bed
Commercial Uses			
Auto, boat, or truck establishments; paint/body shop; repair shop; dealership		5.0	Per 1,000 square feet
Entertainment or Recreational Uses	Bowling alley	5.0	Per lane
	Putt-putt golf	1.0	Per hole

Exhibit "A" – Page 2 of 6

Entertainment or Recreational Uses	Bowling alley		5.0	Per lane
	Putt-putt golf		1.0	Per hole
	Theaters, freestanding		0.3	Per seat
	Recreation clubs (golf, yacht, etc.)		5.0	Per 1,000 square feet; or
			6.0	Per hole + 1 per 200 square feet
	Event Venue		4.5	Per 1,000 square feet; or
			0.3	Per seat
Lodging	Bed and Breakfast Inn		1.0	Per Room plus 2 spaces for owner
	Hotel/motel	Rooms	1.25	Per room
		Restaurant	0.2	Per seat
Office	Bank or Financial Institution		2.5	Per 1,000 square feet
	Medical, dental, optical, chiropractor		3.0	Per 1,000 square feet
	Medical clinic (Three or more medical fields)		4.0	Per 1,000 square feet
	Professional office	Up to 2,000 square feet	2.5	Per 1,000 square feet
		Over 2,000 square feet	3.0	Per 1,000 square feet
Personal Services	Beauty Salon/Barber Shop/Nail Salon		2.25	Per chair
	Dry cleaning drop-off		3.0	Per 1,000 square feet
	Laundromat		0.5	Per washing machine plus 1.0 per employee.
Restaurant	Without Bar/lounge		0.4	Per seat
	With Bar/lounge		0.5	Per seat
	Fast Food		0.5	Per seat plus .5 per shift employee
	Walk-up/pick-up only (fewer than 10 seats)		4.0	Per 1,000 square feet
Alcoholic Beverage Establishment	Drinking Establishments Nightclubs Bottle Clubs & Banquet Halls		1.0	Per 70 square feet of gross floor area

Exhibit "A" – Page 3 of 6

Retail	Building materials establishments/ Home Improvement Centers		3.2	Per 1,000 square feet
	Convenience Store	With fuel sales	8.0	Per 1,000 square feet (fuel stations may count as a space)
		Without fuel sales	5.0	Per 1,000 square feet
	Furniture store/ Appliance store		1.5	Per 1,000 square feet
	Retail Sales (up to 5,000 square feet)		3.0	Per 1,000 square feet
	Retail Sales (over 5,000 square feet)		4.0	Per 1,000 square feet
	Shopping Center		4.0	Per 1,000 square feet
	Supermarket, department store, discount store		3.5	Per 1,000 square feet
Schools				
Day care/ preschool/ nursery school			1.3	Per employee
School	Elementary and middle		1.2	Per teacher
	Senior high		0.4	Per student
University or college			1.0	Per daytime student
Industrial Uses				
Industrial park with offices			1.8	Per 1,000 square feet
Light industry			1.8	Per 1,000 square feet
Manufacturing			1.0	Per 1,000 square feet
Mini-Warehouse/Personal Storage			1.0	Per 20 storage units
Warehousing and distribution centers			1.2	Per employee
Other Uses				
Cultural facility			0.3	Per 1,000 square feet
Land area devoted to assembly or visitor use			0.1	Per 1,000 square feet
Religious establishment			0.3	Per seat in main sanctuary

*Square Feet, for the purpose of Table 21-142A, is Gross Leasable Area (SFGLA) and is defined as the floor area of a building, less storage, restrooms, equipment rooms, and similar areas. Storage areas used in conjunction with a manufacturing or industrial use are included.

(b) *Downtown.* Uses within the C-1, Commercial-Downtown zoning district, shall be exempt from providing off-street parking.

(c) *Shared parking.* Notwithstanding any other parking requirements set forth in this section 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 may be reduced according to Table 21-142B, Shared Parking Generation, or any similar methodology as approved by the growth management director.

(1) Shared parking spaces located off-site must be located within six hundred sixty (660) feet of the primary entrance of all uses served, unless remote parking shuttle service is provided.

(2) A request must be made to the City as part of a site plan application that clearly demonstrates the feasibility of shared parking. This request must address, at a minimum, the size and type of all proposed development, the composition of tenants/uses, the anticipated rate of parking turnover, and the anticipated peak parking and traffic loads for all uses that will be sharing off-street spaces. Use of the data in Table 21-142B may be used for calculating shared parking demand.

(3) To calculate the minimum shared parking space requirement, multiply the minimum parking requirements for each individual use as set forth in Table 21-142A by the appropriate percentages as set forth below in Table 21-142B, 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.

Table 21-142B Shared Parking Generation

	Weekday			Weekend	
Use	Night Midnight to 7:00 a.m.	Day 7:00 a.m. to 5:00 p.m.	Evening 5:00 p.m. to Midnight	Day 7:00 a.m. to 6:00 p.m.	Evening/Night 6:00p.m to 7:00 a.m.
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%

(4) The applicant may request approval of shared parking based on the latest Urban Land Institute Parking Study or equivalent study as an alternative to the parking demand rates provided in Table 21-142B. The applicant must provide evidence to the satisfaction of the growth management director that the alternative parking demand rates more accurately represent the parking demand and peak parking demand for the development.

(5) A shared parking and access agreement shall be included at site plan review.

(d) *Bicycle parking.* New developments or redevelopments consisting of commercial, industrial, and institutional uses, along with multi-family uses of five (5) or more units, shall provide on-site bicycle parking facilities subject to the following standards:

(1) All uses providing a minimum of ten (10) or more vehicular parking spaces shall also provide the greater of two (2) bicycle spaces or a total number of bicycle parking spaces equal to ten (10) percent of the provided number of vehicular parking spaces; ~~provided~~ however, no use shall be required to provide more than 15 bicycle parking spaces.

(2) Bicycle parking areas shall be located within seventy-five (75) feet of the main entrance to the building.

(3) All bicycle racks shall be anchored to the ground in a manner that will resist removal and constructed of materials that will resist rust or corrosion.

(4) Multi-family uses of five (5) or more units may provide the required bicycle parking facilities within an internal, enclosed and/or secured facility.

(e) *Alternative parking analysis.* The applicant may demonstrate adequate off-street parking, including bicycle parking, either reducing or increasing the number of spaces required by Table 21-142A with the submittal of an alternative parking analysis subject to approval by the growth management director.

(f) *Tree preservation reduction.* Where specimen trees exist within a proposed parking area for a non-residential use, the growth management director may allow a reduction of up to ten (10) percent of the total number of required parking spaces, as necessary to preserve the existing specimen tree(s). In no instance shall this reduction be combined with any other allowable reduction that results in more than a ten (10) percent total reduction of the minimum required parking spaces.

Exhibit “B” Page 1 of 9

New text is underlined in red and deleted text is ~~stricken through in red~~.

Sec. 21-461. - Planning commission.

(a) *Functions, powers and duties.*

(1) Act as local planning agency pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, Part II, Florida Statutes, and perform all functions and duties prescribed in the statute.

(2) The planning commission shall have the power to review and approve special use requests in order to allow uses that are specifically designated as an "S" in Table of Land Uses, Table 21-32(A) of this Code. The procedure for filing an application for a review is found in Article VII, section 21-412, "special use approval."

(3) Review information on population, property values, the land economy, land use and other information necessary to assess the amount, direction and type of development to be expected in the City.

(4) Advise and make recommendations to the City Commission regarding applications for amendments to the official zoning map and requests for conditional uses or other special designations on property within the City.

(5) At the request of the planning and community development director, interpret and determine the intent of provisions of this Code that are unclear or in conflict with other regulations.

(6) Consider the need for revision or addition of regulations in this Code, and recommend changes to the City Commission.

(7) Consider the need for revision of the comprehensive plan and recommend changes to the City Commission.

(b) *Appointment of members.*

(1) The planning commission shall have nine (9) members, to be appointed by the City Commission.

(2) Each member of the planning commission shall reside or be a property owner in the City.

(3) Each member shall be appointed to a three-year term. In the event that all members are appointed at the same time, three (3) members shall be appointed for a term of one (1) year, three (3) members shall be appointed for a term of two (2) years, and three (3) members shall be appointed for a term of three (3) years.

(4) When the unexpired term of any member becomes vacant for any reason, the City Commission shall fill the vacancy by the appointment of a new member.

(5) All members shall serve until their successors are appointed.

(6) Members may be removed without notice and without assignment of cause by a majority vote of the City Commission.

(7) At the first meeting held after ~~January~~ February 1 of each year, the planning commission shall elect a chairman, vice-chairman and such other officers as deemed necessary. The chairman, or in his absence the vice-chairman, shall preside over all meetings of the planning commission. Officers terms shall be in accordance with the by laws of the planning commission.

(8) The chairman ~~will~~ may establish subcommittees and appoint members as needed to carry out the purposes of the planning commission.

(9) Members shall not be compensated, but may be reimbursed, at the discretion of the City Commission, for travel and other expenses incurred on planning commission business.

(10) If any member fails to attend three (3) successive meetings, the planning commission may declare the member's office vacant and notify the City Commission.

(11) The planning commission may adopt and maintain by laws that are not inconsistent with the provisions of this Code.

(c) *Procedures.*

(1) The planning commission may adopt procedures to carry out its purposes. All rules must conform to this Code, other City ordinances, and State law.

(2) The planning commission shall meet at least once each month, unless a meeting is canceled by a decision of the planning commission at a regular meeting or by decision of the chairman.

(3) The commission shall keep minutes of its proceedings, indicating at a minimum, the attendance of each member, a summary of any public comments made, and the decision on every ~~question~~ item of business before it.

(4) Five (5) members shall constitute a quorum.

(5) Each decision of the planning commission must be approved by a majority vote of the members present at a meeting in which a quorum is present and voting.

Sec. 21-462. - Development Special Magistrate.

(a) *Intent.*

The intent of this section is to create a position called "Development Special Magistrate" with the authority to act and render administrative decisions on requests for variances and other matters as set forth below and in the City's Code of Ordinances, from established land development regulations and other regulatory matters.

(b) *Appointment and removal.*

(1) The Development Special Magistrate shall be an attorney ~~who resides in the City or has a place of business located in the City~~, who possesses an outstanding reputation for civic pride, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the City Commission on the basis of experience or interest in local government matters.

(2) Appointment shall be made for a term at the discretion of the City Commission ~~not to exceed a period of three (3) calendar years~~. The Development Special Magistrate may be reappointed at the discretion of the City Commission. There shall be no limit on the number of reappointments that shall be given to the Development Special Magistrate provided, however, that a determination be made for each special magistrate at the end of each of his terms.

(3) The Development Special Magistrate serves at the pleasure of the City Commission and the City Commission shall have the authority to remove the Development Special Magistrate with or without cause. The City Commission may enter into an agreement with the Development Special Magistrate further defining the scope, conditions and timing of removal.

(4) The Development Special Magistrate shall not be a City employee.

(5) The Development Special Magistrate shall be compensated at a rate to be determined by the City Commission and the City Commission may enter into an agreement with the Development Special Magistrate further defining the scope and conditions of compensation, provided however that the City Commission may not, under any circumstance, condition payment of compensation on the outcome of any matter that may come before the Development Special Magistrate for adjudication.

(c) Conduct of hearing and minimum procedures.

(1) *Application.* An application for a variance or other matter necessitating an appearance before the Development Special Magistrate shall be submitted ~~thirty~~ sixty ~~(30)~~(60) days prior to being set for a regularly scheduled meeting agenda. The property owner and applicant, if different, must sign the application.

(2) *Application filing fee.* Applicants will pay a fee, as set by the City Commission, when the application is submitted.

(3) *Notification.* When and at such time as an application to appear before the Development Special Magistrate is made, the application shall be filed with the Planning Division. The Planning Division shall comply with all public hearing requirements under local and state law.

(4) *Public hearing.*

i. Failure of the applicant and/or the applicant's representative to appear at the advertised public hearing. The Development Special Magistrate may continue and table an application to its next regularly scheduled hearing if there is no applicant and/or representative in attendance to address an application at the noticed public hearing. Failure of the applicant and/or representative to appear at the second public hearing may result in the denial of the application. The Development Special Magistrate application fee is nonrefundable.

ii. The City Clerk, or his/her designee, shall administer oaths to all witnesses.

iii. At the hearing, any interested person may be heard upon the subject matter of any application. Members of a specific group or association are requested to appoint a spokesperson who will represent their collective position. Interested persons other than the City and applicant shall not be entitled to any substantive quasi-judicial right or privilege, such as the right of cross examination, other than the ability to be heard. The Development Special Magistrate may, in his/her sound discretion, impose reasonable time limits on the testimony of interested persons, the City and the applicant.

(5) *Decisions and/or recommendations.* The Development Special Magistrate shall, for all applications, reduce to writing his/her findings of fact, his/her conclusions of law and his/her decision as to granting of an application, granting of an application with conditions, or denying an application in an appropriate order.

(6) *Automatic expiration of relief.* Applications for relief that are granted by the Development Special Magistrate and not acted upon within one (1) year of being granted shall automatically expire.

(7) *Written records.* Minutes shall be kept of all hearings by the Development Special Magistrate, and all hearings shall be open to the public. The Planning Division shall provide clerical and administrative personnel as may be reasonably required by the Development Special Magistrate for the proper performance of his/her duties. The minutes of all proceedings, decisions and/or recommendations of the Special Magistrate shall be made public record on file in the office of the City Clerk.

(d) *Powers.*

The Development Special Magistrate shall have the following powers:

(1) To establish rules and regulations not inconsistent with the provisions of this section or other local or state law.

(2) To hear and decide matters assigned by Ordinance of the City of Winter Haven.

(3) To grant dimensional variances, which only include the height or width of a structure or the width, depth or size of yards, where,

i. By reason of the exceptional narrowness, shallowness or unusual shape of a lot, parcel of land or a site, or trees in buildable area;

ii. By reason of exceptional topographic conditions; or

iii. By reason of some other extraordinary situation or condition related to the site, the literal enforcement of this Code would deprive the applicant of reasonable capacity to make use of the land in a manner equivalent to the use permitted other landowners undertaking similar, permitted development in the same zoning district, after finding each fact and condition requirement in section 21-422 of this Code to have been met.

(4) To table or continue a hearing on an application if additional information is needed or requested by the Development Special Magistrate.

(5) To, in any order, prescribe appropriate conditions and safeguards in conformity with the City's land development regulations and ordinances. Violation of such conditions and safeguards, when made a part of the terms of an order, shall be deemed a violation of this Code. The Development Special Magistrate may also prescribe a reasonable time limit within which the action for which the order concerns shall be begun or completed or both, provided however that under no circumstances shall the Special Magistrate enter an order allowing a use not permitted in the parcel in question's applicable zoning district of the City's land development regulations. Nonconforming use of neighborhood lands, structures or buildings in the same zoning district shall not be considered grounds for the authorization of a variance. Financial loss standing alone is not sufficient justification for a variance.

(e) *Reapplication.*

An application for the reconsideration or rehearing of an application which has been previously acted upon by the Development Special Magistrate may be made in the same manner as provided for at original consideration or hearing. However, no appeal or petition by applicant requesting the same relief or approval for the same property shall, without a substantial change as determined by the Development Special Magistrate, be accepted for reconsideration or rehearing for a period of three (3) months following the date of any action taken by the Special Magistrate.

(f) *Rehearing.*

(1) All decisions of the Development Special Magistrate are final. Applications, once acted upon, may not be reheard unless the applicant can demonstrate that the decision resulted from an error in substantive or procedural law, or provides new evidence or information not discoverable prior to the initial hearing. A different or more effective presentation of the same evidence or information shall not be considered grounds for a rehearing. Provided that grounds for rehearing exist, either the City or the applicant may request a rehearing of the decision of the Development Special Magistrate. A request for rehearing shall be made in writing, and shall be delivered to the City Clerk within ten (10) days of the date of rendition of the order sought to be reheard. The written request for rehearing shall specify the precise reasons therefor.

(2) If, after review of a timely written request for rehearing, the Development Special Magistrate determines a rehearing should be granted, the Development Special Magistrate or Alternate Development Special Magistrate may:

i. Schedule a hearing where the parties will be given the opportunity to present limited evidence or argument as to the specific reasons for which the rehearing was granted; or

ii. Modify or reverse the prior order, without receiving further evidence, provided that the change is based on a finding that the prior decision of the Development Special Magistrate resulted from a ruling on a question of law which the Development Special Magistrate has determined to be an erroneous ruling.

(3) Until the request for rehearing has been denied or otherwise disposed of, the order of the Development Special Magistrate shall be stayed, and the time for taking an appeal shall not commence to run until the date upon which the Development Special Magistrate has finally disposed of the request for rehearing by denying the same or otherwise.

(g) *Appeals.*

An aggrieved party, including the City, may appeal a ruling or order of the Development Special Magistrate or Alternate Development Special Magistrate by proceeding in the circuit court for the county, in accordance with the Florida Rules of Appellate Procedure. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The nature of the appeal shall be from a final administrative order.

(h) *Ex parte provisions.*

(1) No person who is or may become a party or a witness to a hearing before the Development Special Magistrate shall communicate with him/her concerning any matter pending before him except at the hearings provided for in this section. This restriction shall extend to any person appearing or interceding on behalf of a party, whether or not such person may have a direct, personal or financial interest in the property which is the subject of the alleged violation.

(2) The Development Special Magistrate shall not communicate with any party, witness, representative of a party, or interceding person concerning any matter pending before him except at the hearings provided for in this section.

(i) *Alternate Development Special Magistrates.*

The City Commission may appoint one (1) or more qualified persons to serve as alternative Development Special Magistrates in the event a conflict of interest under Florida law or the Rules Regulating the Florida Bar prevents the Development Special Magistrate from ruling in a particular matter.

Sec. 21-463. - Duties of City Commission related to planning.

(a) Adopt and amend the Comprehensive Plan, including Future Land Use Map.

(b) Adopt and amend the Unified Land Development Code, including Official Zoning Map.

(c) Appoint members of the Planning Commission.

(d) Determine the need for and appoint members of additional boards, committees and subcommittees to investigate and make decisions on various land use and development issues.

(e) Establish, by resolution, fees for comprehensive plan amendments, zoning actions, conditional use reviews, review of requests for variances, review of applications for

special exceptions, subdivision plan review, planned unit development review, development agreement review, landscape plan review, review of sign applications and other activities carried out under the provisions of this chapter.

(f) Make final decisions on requested changes to the comprehensive plan, zoning ordinance and map, planned unit developments, conditional uses, and other special designations on property within the City.

(g) Make final decisions on acceptance of public improvements constructed pursuant to the platting of approved subdivisions.

(h) Consider voluntary annexation requests ~~(section 2-190, planning commission action not necessary; Ord. No. 92-03, § 3, 5-13-92)~~.

(i) Consider requests to redirect traffic and to close, abandon, or vacate alleys, streets, and other recorded rights-of-way.

(j) The City Commission shall have the power to hear and decide on appeals where it is alleged there is an error in any order, requirement, decision or determination made by the administrative official in the enforcement of this Code. Such appeal shall be taken within thirty (30) days after rendition of the order, requirement, decision or determination, which is appealed, by filing with the administrative official from whom the appeal is taken, a notice of appeal specifying the grounds therefore.

(k) Appoint and contract with a Development Special Magistrate and alternative Development Special Magistrates.

Section 21-464. Expedited Review of Affordable Housing

To facilitate development of affordable housing within the City, any request providing for the provision of affordable housing, as defined by Section 163.3177(6)(f)(3) of the Florida Statutes, shall be entitled to the incentives offered below.

(a) *Expedited review.* Any development identified as providing affordable housing, and requiring an action, as set forth in Chapter 21 of the Code of Ordinances, by the Planning Commission, City Commission, or Development Special Magistrate, shall follow an expedited schedule for hearing.

(b) *Reduced fees.* Any development identified as providing affordable housing shall be subject to reduced or waived application fees in accordance with the following:

(1) If one-hundred percent (100%) of the proposed units meet the definition of affordable, all application fees shall be waived.

(2) If a minimum of sixty percent (60%) of the proposed units meet the definition of affordable, seventy-five percent (75%) of all application fees shall be waived.

(3) If up to sixty percent (60%) of the of the proposed units meet the definition of affordable, fifty percent (50%) of all application fees shall be waived.

DATE: August 15, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: Request by Blue Line Aviation to extend the term of certain obligations under a land lease agreement with the City of Winter Haven at the Winter Haven Regional Airport

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BACKGROUND

On September 15th, 2023, the City of Winter Haven entered into a Land Lease Agreement (Agreement) with Blue Line Aviation for the ground lease of 2.8 acres to construct a new training facility. The Effective Date of the Agreement was September 15, 2023 and that date determined certain deadlines and milestones that Blue Line Aviation needed to meet related to construction of planned improvements on the said property. A First Amendment to the Agreement was entered into between the parties in May, 2024 revising and expanding the property that was the subject of the Agreement. Blue Line Aviation has now requested an additional amendment to the Agreement to extend the time requirements for construction of planned improvements on the property that is the subject of the Agreement as amended for an additional twelve (12) months from September 15, 2024 as well as an extension of the Grace Period for the payment of Rent. The request if approved would require all planned improvements on the property that is the subject of the Agreement to be completed (i.e. via the issuance of a certificate of occupancy or its functional equivalent) by September 15, 2025. In addition, there are certain amendments to paragraph 13 of the Agreement to be consistent with the said additional 12 month extension.

The Agreement currently requires a September 2024 construction completion date based on a smaller project scope since the size of the project was not known when the Agreement was executed. Presently, the design of planned improvements is complete and with local agencies for permit review and approval. Only SWFWMD approval remains. Construction will commence once SWFWMD approval is received, and an aggressive schedule is planned to achieve the September 2025 completion date.

FINANCIAL IMPACT

There are no direct financial impacts to the City of Winter Haven

RECOMMENDATION

Staff recommends the City Commission approve the Second Amendment to Lease Agreement which incorporates Blue Line Aviation's requests for time extension and related obligations under the Agreement with the City of Winter Haven at the Winter Haven Regional Airport and authorize the City Manager and/or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Blue Line Aviation Extention Request
- Blue Line Aviation Land Lease Signed
- Blue Line Aviation 2nd Amendment to Lease

July 19, 2024

Troy Heidel
Airport Director
Winter Haven Regional Airport
2073 US Highway 92
Winter Haven, FL 33881

Dear Mr. Heidel,

Blue Line Aviation requests an amendment to our ground lease of parcels #700 & 710 to extend the construction completion and associated lease payment commencement to September 2025. The lease currently indicates September 2024 construction completion date based on a smaller project scope since the size of the project was not known when the lease was executed. A recent lease amendment corrected the increased project size and description but did not similarly correct the schedule.

The 12 month duration currently in the lease was based on a smaller project consisting of only two basic standalone hangars. Blue Line Aviation intended all along to build a larger facility to include classrooms, offices, and other necessary spaces. In earlier discussions with the Airport, it was determined the timeline could be extended once the project scope and timeline were confirmed.

Project design began ahead of the executed ground lease contract in an effort of good faith to accelerate the timeline as much as possible. Currently the design is complete and with local agencies for permit review and approval. Only SWFWMD approval remains. Construction will commence once SWFWMD approval is received, and an aggressive schedule is planned to achieve the September 2025 completion date.

Blue Line Aviation also requests self-serve fueling with fuel flowage fee added in the amendment to accommodate the new facility's varied fueling needs while providing appropriate compensation to the City without unnecessary additional Airport staff burden.

I will be happy to discuss with you further and answer any questions you may have. Thank you for your continued partnership.

Sincerely,



Aaron Groseclose
Vice President of Facilities and Development

Blue Line Aviation LLC
919.578.3713
www.BlueLineAviation.com

3149B Swift Creek Rd.
Smithfield, NC 27577

2073 US-92
Winter Haven, FL 33881

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (hereafter the "Lease" and/or "Agreement"), made and entered into the 15th day of September, 2023 (hereafter the "Effective Date"), by and between the **CITY OF WINTER HAVEN,** a Florida Municipal corporation, hereinafter referred to as the LESSOR, and **BLUE LINE AVIATION, LLC**, a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida, hereinafter referred to as the LESSEE, and it is understood hereunder that each of LESSOR and LESSEE is a Party and collectively they are Parties.

WITNESSETH:

WHEREAS, LESSOR owns and operates the Winter Haven Regional Airport at Gilbert Field, a general aviation airport (hereinafter "Airport"); and

WHEREAS, LESSOR desires to lease Airport parcels #700 and 710 consisting of **approximately 2.8 acres** to LESSEE (hereinafter "Leasehold Premises") and as more specifically described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, LESSEE desires to lease the Leasehold Premises from LESSOR in order to fund the design, permitting, construction, and maintenance of two (2) new 12,000 square foot aircraft hangars and thereafter occupy and use same as a tenant/LESSEE of the Airport in accordance with this Lease and applicable law(s), ordinances, rules and regulations; and

WHEREAS, LESSOR has consented to lease the Leasehold Premises to LESSEE subject to and in accordance with the terms of this Lease; and

WHEREAS, each Party acknowledges and represents that the provisions set forth in this Lease have been fairly negotiated; and

WHEREAS, each Party acknowledges and represents that the provisions set forth in

this Lease have been negotiated by each Party's respective legal counsel; and

WHEREAS, LESSEE and LESSOR acknowledge and represent that the provisions set forth in this Lease are reasonable; and

WHEREAS, each Party acknowledges that, at the time this Lease was negotiated and entered into by the LESSEE and LESSOR, damages for any breach of this Lease are not readily ascertainable by any known rule or pecuniary standard; and

WHEREAS, each Party acknowledges and represents that, at the time this Lease was negotiated and entered into by the LESSEE and LESSOR, damages for any breach of this Lease are, by their nature, uncertain; and

WHEREAS, each Party acknowledges and represents that, based on each Party's experience and expertise, the stipulated damages for any partial or total breach of this Lease by either Party represents just compensation; and

WHEREAS, LESSEE and LESSOR acknowledge and represent that the stipulated damages set forth in this Lease are not intended as a penalty; and

WHEREAS, each Party acknowledges, represents and warrants that, pursuant to each Party's experience and expertise, any provision set forth in this Lease related to stipulated damages for either Party's breach of this Lease is not intended to nor will such provision induce the Party's full performance of the terms, covenants and conditions of this Lease; and

WHEREAS, LESSEE and LESSOR represent that, in the event of either Party's breach of this Lease, any sum(s) stipulated to be paid to the other Party are not disproportionate to the harm and/or any damage(s) reasonably expected to follow from such breach of this Lease; and

WHEREAS, each Party acknowledges and represents that this Agreement is in its best interests and, in all instances, should be strictly interpreted and enforced in accordance with all of the terms, covenants and conditions set forth herein; and

WHEREAS, each Party acknowledges, represents, and agrees that the other Party's willingness to enter into this Lease shall not be construed by a Party and/or its successors and permitted assigns as a waiver by the other Party of applicable law; and

WHEREAS, LESSEE and LESSOR acknowledge, represent and warrant that adequate and legal consideration exists for the entry into this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **RECITALS AND DEFINITIONS**. The foregoing recitals are incorporated herein by the Parties as true and correct statements which form a factual and material basis for entry into this Lease between the LESSEE and LESSOR.

The term(s) used in this Lease and/or any exhibit(s) incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Lease, such term(s) shall possess the corresponding meaning, as follows:

(a) "Applicable law" means the City of Winter Haven Charter, City of Winter Haven Code of Ordinances, City of Winter Haven Unified Land Development Code, Winter Haven Regional Airport - Gilbert Field – Rules and/or Minimum Operating Standards, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, City of Winter Haven, and any and all other public authority which may be applicable to LESSEE'S USE as described in Section 4 of this Agreement. The Parties agree the order of precedence for Applicable Law shall be United States first, then Florida, then County, then City, and then others.

(b) "Additional Rent" means all cost(s), fee(s), expense(s), and/or any and all sums

or charges which the LESSEE covenanted to reimburse and/or pay to the LESSOR, during the Term, pursuant to the terms of this Lease.

(c) *"Airport"* means the Winter Haven Regional Airport - Gilbert Field (the "Airport") in the City of Winter Haven, State of Florida.

(d) *"Business day(s)"* means each calendar day which is not a Saturday, Sunday or a recognized holiday by the City of Winter Haven, Florida.

(e) *"Calendar day(s)"* means any and all days in a 365-day calendar year.

(f) *"Day(s)"* means calendar day unless specifically stated otherwise.

(g) *"Notice"* shall have the meaning set forth in §32 of this Lease.

(h) *"Effective Date"* means, for purposes of calculating time periods and the commencement of the Term of this Lease, the date on which this Lease is approved by the City Commission at a duly noticed public meeting.

(i) *"Term"* means the duration of this Lease which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §2 of this Lease.

2. **PROPERTY AND TERM**. The real property which shall be subject to this Lease is described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference. The initial occupation plan under this Agreement will be for LESSEE to design, permit, construct and occupy two (2) 100' x 120' (12,000 Sq./Ft. each) hangars ("Leasehold Improvements") in the area in Exhibit "A" surrounded by a red-dashed line and identified on the sketch/diagram attached hereto as Exhibit "A" as "Leasehold Premises" which includes, but is not limited to, the tie-down spaces as depicted thereon. The initial development plan under this agreement will be

for the LESSOR to design, permit, and construct the entry way road, vehicular parking lots, aircraft parking apron, and taxilane connector identified as "Pavement (Potential Buildout Phase 1)" on the sketch/diagram attached hereto as Exhibit "A". The area surrounded by a red-dashed line on the sketch/diagram attached hereto as Exhibit "A" shall constitute the Leasehold Premises under this Lease.

The Term of this Lease shall begin on the Effective Date for a term of Twenty (20) years, with two (2) additional renewal terms of five (5) years each. LESSEE shall provide to LESSOR not less than thirty (30) Calendar Days written notice of its intention to extend for any renewal prior to the termination of the existing term unless this Lease is earlier terminated in accordance with the provisions of this Lease and provided that LESSEE is not in default under any terms of this Lease.

3. **RENT.** LESSEE's obligation to deliver rental payment(s) shall commence twelve (12) months following the Effective Date of this Lease or upon the issuance of a Certificate of Occupancy or its functional equivalent for the Leasehold Improvements, whichever occurs first (the period from the Effective Date until the date upon which LESSEE is so obligated to deliver rental payments hereafter the "Grace Period"). Following the Grace Period, rental payments during the Term shall be paid monthly in advance. Rental payments shall be **$3,149.60 per month plus** all applicable sales taxes and similar such charges ("Rent"). In addition, Rent shall include any and all ad valorem taxes and/or similar assessments levied on the Leasehold Premises and/or against LESSOR as a result of this Lease as more particularly set forth in Sections seven (7) and twelve (12) of this Lease. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 2277, Winter Haven, Florida 33883 -2277, or in such other manner as LESSOR may, from time to time, direct by written

notice to LESSEE.

Rent shall increase on October 1, 2024, and on October 1 every year thereafter for so long as this Lease or any extension thereof remains in effect. The Rent due hereunder shall be increased in an amount determined by multiplying the annual Rent charged during the immediately preceding year of this Lease by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average) published by the United States Department of Labor. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living, such comparable or replacement index being reasonably determined by the LESSOR. There shall however, be no downward adjustments in Rent.

For purposes of this Lease, time is of the essence; and LESSEE acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so within ten (10) Calendar Days of the due date will constitute a default under this Lease and entitle LESSOR, after first giving three (3) Calendar Days written notice of default to LESSEE, to pursue any remedy allowed by law or under this Lease for a default. If at any time a check given by LESSEE to LESSOR is returned unpaid, thereafter LESSOR may require by written notification to LESSEE that all future payments under this Lease be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid within ten (10) Calendar Days of when it first falls due shall bear a non-prorated delinquency charge of ten percent (10%).

If LESSEE remains in possession following the end of the term of this Lease, such possession shall be on a month to month basis at the rental amount established from time to time

by LESSOR, after giving written notice to LESSEE not less than thirty (30) Calendar Days prior to the date any new rental amount takes effect.

4. **USE AND PURPOSES**. The Lessee is hereby granted the right to conduct only the following activities at the Winter Haven Regional Airport - Gilbert Field ("USE" and "PURPOSE"):

A. **Flight Training Operator - Large Flight Training Operator (LFTO) as defined in the MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AT WINTER HAVEN REGIONAL AIRPORT attached hereto as Exhibit "B" as they may be amended from time to time hereafter with notice of such amendment(s) delivered through various outlets such as the City's website, public meetings, etc. at the discretion of the LESSOR.**

B. **Aircraft Airframe and Power Plant Repair and Maintenance Operator as defined in the MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AT WINTER HAVEN REGIONAL AIRPORT attached hereto as Exhibit "B" as they may be amended from time to time hereafter with notice of such amendment(s) delivered through various outlets such as the City's website, public meetings, etc. at the discretion of the LESSOR.**

The activities permitted hereunder and specifically set out above in Sections 4.A. and B. shall be performed in accordance with Federal, State, and local laws, rules and regulations, and minimum operating standards as the same may be amended from time to time hereafter. LESSEE must seek the written approval of the LESSOR if it desires to conduct any aeronautical activities aside from those specifically set out above in Sections 4.A. and B.

For any aeronautical activities, which LESSEE may be granted the right to conduct, as specifically set out above in Sections 4.A. and B., LESSEE agrees to provide and continuously conduct said activities on the Leasehold Premises during the full term of this Agreement once a certificate(s) of occupancy or its functional equivalent is issued for the two (2) - 12,000 square foot Aircraft Hangars and the Pavement Potential Buildout Phase 1 area proposed to be constructed on the Leasehold Premises as identified in Exhibit "A". Subject to the foregoing sentence, all licenses required for aeronautical activity permitted and granted under this Lease shall be maintained and kept current during the entire term of this Agreement. No storage shall be allowed outside any building on the Leasehold Premises. Upon notification, LESSEE shall have 5 days to remove or relocate items stored outside any building on the Leasehold Premises. After 5 days, they will be removed and stored off-site at the LESSEE'S expense. LESSOR shall be permitted to make further disposition of said items as it deems appropriate.

LESSEE shall not sublease, rent, or permit the use of any portion of the Leasehold Premises to and/or by any other person, firm, partnership, or other entity without the approved written consent of the LESSOR which shall not be unreasonably withheld. Any approved Sub-Lessees shall use the Leasehold Premises for aircraft storage only, and no other use shall be made of the Leasehold Premises without the prior, written permission of the LESSOR. As part of that consent, LESSOR shall be authorized and required to approve all terms and conditions of any Sublease entered into by LESSEE prior and as a condition precedent to such Sublease's effective date so as to confirm that such Sublease is consistent with all terms and conditions of this Lease. Provided further a copy of this Lease shall be provided by LESSEE to all approved Sub-Lessees. No such approved Sublease shall extend beyond the term of this Lease and the LESSOR's termination of this Lease shall also operate to automatically terminate any approved

Sublease. LESSEE shall make no unlawful or offensive use of the Leasehold Premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the Leasehold Premises which constitutes a nuisance (as defined under applicable City of Winter Haven Code of Ordinances and/or Florida law) to surrounding property. Provided further, any buildings, structures, and/or improvements constructed on the Leasehold Premises may not be used for the purposes specified and approved by LESSOR as contemplated herein until all such buildings, structures and/or improvements have been inspected by the Fire Marshall and the City's Building Official, and other applicable officials, and all requirements imposed by those authorities have been met including but not limited to the issuance of a Certificate of Completion or its functional equivalent. Also, no fuel may be stored or dispensed from the Leasehold Premises without an express, written amendment to this Lease having the approval of the Governing Body of the City of Winter Haven, other than fueling provided by the City of Winter Haven or its designee in accordance with standard practices for fueling aircraft like LESSEE's at the Airport.

Except as necessary in conjunction with its permitted activities listed above, LESSEE shall not allow the production, use, handling or storage of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself or in appropriate locations within the hangars and environs on the Leasehold Premises) in accordance with applicable rules and regulations regarding same, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building, structures and/or improvements or Leasehold Premises in the reasonable opinion of LESSOR. LESSEE shall indemnify LESSOR against all claims for damages or other relief, plus attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy and/or in any administrative forum) and costs, due to any production, use, handling, storage, or disposal of any

hazardous or toxic wastes or substances by LESSEE whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the Leasehold Premises or elsewhere, to the extent of LESSEE's negligence or willful misconduct and not for any extent of LESSOR's negligence or willful misconduct. LESSEE shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers, approved sub-lessees, and anyone else on LESSOR's Leasehold Premises to the extent of LESSEE's negligence or willful misconduct and not for any extent of LESSOR's negligence or willful misconduct. In addition, LESSEE and all approved sub-lessees shall comply with LESSOR'S Minimum Operating Standards and Rules and Regulations as they may be amended from time to time. A copy of the current Minimum Operating Standards, and a copy of the current Rules and Regulations, are attached hereto as **Exhibits "B" and "C"** respectively; and are incorporated herein by reference.

All Requirements of Use as set forth herein shall be incorporated into and applicable in any and all approved Subleases.

5. **INGRESS AND EGRESS.** The LESSEE, its employees, guests, students, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and egress to the Leasehold Premises over roadways established from time to time by LESSOR, in common with other LESSEEs at the Airport, and subject to all security measures now in force or hereafter enacted by the LESSOR, for the purpose of permitting LESSEE to enjoy the rights, uses and privileges granted by the LESSOR hereunder, together with the right to joint use of the ramps, runways, taxiways, and other facilities provided for aircraft and the public at the Airport.

6. **UTILITIES**. All utilities serving the Leasehold Premises, including but not limited to electricity, water, refuse and garbage service, sewage disposal and pollution abatement

charges, telephone and other telecommunications, cable or satellite television and radio service, connection and impact fees (of any type or purpose, including but not limited to water and sewer, roadways, police and fire protection, public schools, parks and recreation or otherwise) and janitorial service shall be secured and paid for by LESSEE, who shall hold LESSOR harmless from any loss or damage, including attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy), arising out of failure by LESSEE to pay all utility and other such charges when due to the extent of LESSEE's negligence or willful misconduct and not for any extent of LESSOR's negligence or willful misconduct. LESSEE shall also bear all expenses connected with extending any utilities from their current locations to the Leasehold Premises so as to provide service, including but not limited to installation of mains and service lines, any necessary pumping or lift stations, and other necessary infrastructure whether on or off the Leasehold Premises with the understanding LESSOR will reasonably cooperate.

7. **TAXES**. LESSEE shall pay all sales taxes due on the Rent or other charges paid by LESSEE to, or on behalf of, LESSOR under this Lease, and all personal property taxes assessed against LESSEE's property kept at the Leasehold Premises, together with any intangible personal property or ad valorem taxes assessed against this leasehold interest. LESSEE also shall pay any and all real property taxes and any special assessments levied on the real property comprising the Leasehold Premises due to this Lease, no later than the last day of November each year. Failure to pay such real property taxes and/or special assessments by the end of November each year during the term of this Lease shall be considered a material default under this Lease and shall enable LESSOR to exercise all remedies available to it for nonpayment of Rent.

8. **INSURANCE**. LESSEE is responsible for insuring its own personal property on

the Leasehold Premises, along with the property of LESSEE's patrons which may from time to time be located at the Leasehold Premises.

LESSEE shall obtain and maintain continuously in effect at all times during the term of this Agreement, at LESSEE's sole expense, commercial property insurance on all fixed improvements erected by LESSEE on or in the Premises to the full replacement value thereof. Such property insurance shall be written on an "all-risk" basis without any exclusions applicable to the perils of windstorm or hail. Such insurance shall name the City of Winter Haven as an additional insured and a loss payee with respect to all fixed improvements erected by LESSEE on or in the Premises. Such insurance shall be written on an "agreed value" basis without the application of any coinsurance clause. LESSOR agrees to extend to LESSEE the same fire and police protection extended to the other tenants and facilities at the Airport. The maximum applicable deductible for windstorm and hail (or named storm or hurricane) shall be 5% of the replacement value of any insured property suffering loss. The maximum deductible for all other perils shall be $15,000 per occurrence.

LESSEE also covenants and agrees to comply with all provisions of the Insurance Requirements, set forth herein and those that are attached hereto as **Exhibit "B"** and incorporated herein by reference. The amounts of insurance coverage set forth in **Exhibit "B"** are set in accordance with LESSEE's Use of the Leasehold Premises. In the event of any change, alteration or expansion of the Use of the Leasehold Premises, the minimum limits of such coverage shall be subject to reasonable adjustments as reasonably determined by LESSOR so as to reflect any increase in risk or exposure.

During the term of this Lease and any extension or renewal hereof, LESSEE shall keep in force commercial general liability insurance coverage with a reputable insurance company authorized to do business in the State of Florida and maintaining an insurer rating with A.M. Best

of no lower than A- (VII) and in amounts and coverages reasonably acceptable to LESSOR. Each policy required under this Lease shall name LESSOR, City of Winter Haven, as an additional insured and be endorsed to provide that the policy shall not be non-renewed or canceled without at least thirty (30) Business Day(s)' prior notice to LESSOR. A certified copy of each policy (or binder), or a certificate evidencing the existence thereof, shall be delivered to the LESSOR (City Manager) within ten (10) days after the execution of this Lease. Each such copy or certificate shall contain a valid provision or copy of an endorsement stating that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the LESSOR. At all times, said policy coverage shall be sufficient to cover all losses associated with destruction or damage of the Premises and to replace or repair any destroyed or damaged building subject to this Agreement. Failure to comply with the conditions set forth in this Section and in Exhibit "B" shall be considered a material default under this Lease.

LESSEE shall cause to be endorsed to any policy or policies of insurance acquired by them with regard to this Lease a so-called "waiver of subrogation" clause wherein the insurer agrees, in the event of an insured loss, to waive any claim for subrogation that the insurer may have against LESSOR, its officials, officers, agents and employees. LESSEE hereby waives, releases and discharges LESSOR, its officials, officers, agents and employees from all claims whatsoever arising out of loss, claim, expense, damage, or destruction covered by insurance arising out of this Lease notwithstanding that such loss, claim, expense or damage may have been caused by acts or omissions other than the willful misconduct of the LESSOR, its officials, officers, agents or employees, and LESSEE agrees to look to the insurance coverage only in the event of such loss. LESSOR agrees to maintain reasonable insurance for LESSOR's operations as determined solely by LESSOR.

All Insurance and Indemnification provisions in any approved Subleases for any Aircraft

Hangars constructed and located on the Leasehold Premises shall include at a minimum the same protections of LESSOR as included in this Lease and LESSOR reserves the right to set additional insurance requirements that are reasonable and customary for any authorized Use.

Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the Lease are based on circumstances in effect at the inception of the Lease. If in the opinion of the LESSOR, circumstances merit a change in such coverages or minimum limits of insurance required by the Lease, the LESSOR may change the types of coverages and minimum limits of insurance required, and the LESSEE will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this Lease. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of this Lease. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the LESSOR, compliance with the insurance requirements is not commercially practicable for the Lease, at the written request of the LESSEE, the LESSOR may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the LESSEE. Any such modification will be subject to the prior written approval of the City Manager or designee, and subject to the conditions of such approval.

9. **MAINTENANCE**. LESSEE shall at its sole cost and expense be responsible for any and all maintenance, operating expenses, and repairs for all Leasehold Improvements

constructed on the Leasehold Premises, along with any items of infrastructure associated with the Leasehold Premises under this Lease, and shall maintain the Leasehold Premises in such a manner that at the end of the term, it shall be returned to LESSOR in good condition subject to reasonable wear and tear for the Use. If LESSEE fails to maintain the Leasehold Premises properly as determined by LESSOR, LESSOR may give written notice of deficiencies to LESSEE, specifying a reasonable time within which such maintenance, repairs or other corrections are to be made, and if LESSEE fails to act within the time specified, LESSOR may make all maintenance, repairs or do other work it deems necessary to alleviate LESSEE's failure to maintain, and charge the cost thereof to LESSEE as Additional Rent hereunder, to be payable within a reasonable period after demand not greater than sixty (60) days.

10. **FIRE EQUIPMENT**. LESSOR shall provide public safety services at the Airport in the same manner it does for all citizens, businesses, and other persons within the municipal limits of the City. LESSEE shall provide and maintain, at LESSEE's sole expense, approved fire protection devices adequate for each room of any Leasehold Improvements and that is operated on the Leasehold Premises in accordance with any FAA and City of Winter Haven fire safety codes and requirements for the Use, and the requirements imposed by the Fire Marshall for LESSEE's particular Use of the Leasehold Premises. Proof of said compliance and regular inspections shall be provided to LESSOR at least annually.

11. **ENTRY AND INSPECTION**. At any reasonable time, with no unreasonable disruption to LESSEE's Use, LESSOR may enter the Leasehold Premises through a designated agent and conduct an inspection to determine if LESSEE is complying with the terms of this Lease. If such inspection reveals deficiencies, LESSOR may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring LESSEE into compliance, and

recover the costs thereof from LESSEE, in which case the costs shall be considered Additional Rent due immediately from LESSEE; failure by LESSEE to pay these sums within a reasonable period after written demand not greater than sixty (60) days shall be grounds for termination of this Lease.

LESSOR may show the Leasehold Premises to prospective lessees during the 90 days prior to termination of this Lease, during business hours (Business Days between 8:00 AM - 5:00 PM) on reasonable notice to LESSEE with no unreasonable disruption to LESSEE's Use.

12. **ADDITIONAL RENT**. LESSEE shall be required to pay immediately any and all real estate ad valorem taxes and similar such assessments and charges that may be assessed and/or levied against the Leasehold Premises as a result of this Lease upon written notice by LESSOR to LESSEE. All such taxes, costs, charges, and expenses which LESSEE is required by this Lease to pay, together with all interest and penalties thereon which may accrue in the event LESSEE fails to pay such amounts, and all damages, costs and expenses (including attorney's fees including but not limited to attorney's fees on appeal and/or bankruptcy) which LESSOR may incur by reason of any failure by LESSEE to comply with the terms of this Lease, shall be deemed to be Additional Rent, and in the event of nonpayment thereof by LESSEE, the LESSOR shall have the same rights and remedies with respect thereto as LESSOR may have at law, in equity, or under this Lease, for nonpayment of the Rent itself.

13. **LEASEHOLD IMPROVEMENTS.** The Leasehold Premises are vacant as of the Effective Date of this Lease. As part of the consideration for the privileges herein granted, this Lease is intended to permit LESSEE to carry out the design, permitting, and construction of the Leasehold Improvements described in Section 2 of this Agreement and to occupy the Leasehold Premises under this Lease as authorized in this Agreement. LESSEE shall bear full responsibility, financial and otherwise, for all aspects of design, permitting and construction of the Leasehold

Improvements, including but not limited to engineering, rezoning, site planning, landscape plans, building permits, statutory performance and payment bonds, any necessary permits from the South West Florida Water Management District and other agencies, and for hookup fees and service lines for water, sewer, electric and other utilities. LESSOR agrees to reasonably cooperate with LESSEE during normal working hours as LESSEE works to obtain the permission outlined in this Section to the extent applicable and within LESSOR's sole discretion. Any such cooperation shall not impose any additional liability upon LESSOR and this Agreement shall not constitute any approval and/or other regulatory authorization associated with the matters set forth herein from any governmental authority with jurisdiction including but not limited to the LESSOR's exercise of such authority.

The construction of the Leasehold Improvements on the Leasehold Premises as described in the Agreement is subject to Applicable Law and final site plan review and approval by LESSOR, in accordance with applicable Code of Ordinances and Florida law, and LESSEE being able to meet applicable codes and setbacks for structures. The Leasehold Improvements shall be completed and a Certificate of Occupancy or its functional equivalent issued not later than twelve (12) months following the Effective Date of this Lease. In addition, and subject to the foregoing twelve (12) month time period, upon receiving final Lessor approval of the plans and specifications, construction of the Leasehold Improvements shall commence within forty-five (45) calendar days of LESSEE's receipt of LESSOR's final approval of the plans and specifications and shall be completed not later than twelve (12) months after commencement of construction. It is agreed and understood that, upon completion of construction of the Leasehold Improvements, LESSEE shall have thirty (30) calendar days to provide LESSOR a Title Insurance Policy insuring the City against loss or damage for liens and encumbrances upon Leasehold Improvements constructed by LESSEE on the Leasehold Premises or this Lease shall terminate. This Lease

shall not be interpreted to condone, authorize or permit any violation of Applicable Law. Further, this Lease shall not be construed as the LESSOR's authorization or acceptance of the status of the present existing structures or uses on the Leasehold Premises, nor shall it be construed as an attempt to contractually zone the Leasehold Premises.

Once the Leasehold Improvements are constructed and a certificate(s) of completion or its functional equivalent is issued then thereafter, no alterations or improvements to the Leasehold Premises shall be made by LESSEE, nor shall any signs be erected, unless LESSOR has reviewed the plans and specifications and given its written consent before commencement of any such alterations or improvements, which consent shall not be unreasonably withheld, delayed, or conditioned. LESSOR, acting reasonably, may require LESSEE to remove any unauthorized signs, alterations, or improvements, and to return the Leasehold Premises to their original condition as it existed after the issuance of a certificate(s) of completion for the Leasehold Improvements, within a reasonable period after written demand not greater than sixty (60) days, and if LESSEE fails or refuses to do so then LESSOR may have the necessary work done and assess the cost against LESSEE as Additional Rent, to be paid within a reasonable period after written demand not greater than sixty (60) days. All work including but not limited to the Leasehold Improvements on the Leasehold Premises must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds as required for all public projects in Florida, shall be secured. At the end of the Term or upon any earlier termination of this Lease, all trade fixtures, to the extent they may be removed without damaging the Leased Improvements, furnishings, personal property, equipment and materials of LESSEE shall be removed from the Leasehold Premises within five (5) days thereafter. Any trade fixtures, furnishings, personal property, equipment and material of LESSEE and/or SUBLESSEE's left on the Leasehold Premises thereafter shall

become the property of LESSOR and LESSOR may effect such removal at LESSEE's expense and LESSEE agrees to pay LESSOR such expense promptly upon receipt of a proper invoice thereafter.

14. **LIENS**. The LESSEE and/or any approved Sub-lessees shall not have the power or authority to subject the LESSOR's interest in the Leasehold Premises to mechanics', laborers' or materialmen's liens of any kind against LESSOR's interest during this Lease. If such a lien is filed, LESSEE shall cause the Leasehold Premises to be released therefrom within five (5) Calendar Days of written demand by LESSOR, either by payment in full, or by posting of bond which by law releases LESSOR's interest from the legal effect of such lien. Prior to commencing work, LESSEE shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the Leasehold Premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property comprising the Leasehold Premises by reason of the work done or materials provided. Any such work shall be done only underwritten agreements and all agreements shall be submitted to LESSOR for written approval before work commences.

15. **REPRESENTATIONS OF LESSOR**. In order to induce LESSEE to enter into this Lease, the LESSOR has made the following representations and no others:

A. LESSOR has good title to the Leasehold Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity.

B. Subject to the provisions of Section 43 of this Lease, so long as LESSEE performs all the covenants and agreements of this Lease, LESSEE shall have quiet and undisturbed possession of the Leasehold Premises.

C. LESSOR will perform its obligations under the Lease with reasonable

timeliness, competence, and diligence and fully in compliance with all laws, rules and regulations now in force or hereafter enacted pertaining to any aspects of LESSOR's management and oversight of the Leasehold Premises and the Airport.

16. **REPRESENTATIONS OF LESSEE**. In order to induce LESSOR to enter into this Lease, the LESSEE has made the following representations, and no others:

A. LESSEE has inspected the Leasehold Premises and found them to be fit for its intended Use and Purposes, and is not relying on any representation or warranty made by or on behalf of LESSOR related to the physical condition (above ground or subsurface) of the Leasehold Premises or their suitability for LESSEE's intended Use and Purposes.

B. LESSEE has assured itself that the zoning of the Leasehold Premises will permit the intended Use, will not violate any zoning or land use rules and/or regulation(s) during occupancy, and will obtain and keep in force all licenses and permits required for the operation of LESSEE's authorized Use and business at the Leasehold Premises.

C. LESSEE is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever.

D. LESSEE will perform and abide by each and every term, covenant and agreement of this Lease, and will comply fully with all laws, rules and regulations now in force or hereafter enacted pertaining to any aspect of LESSEE's operations or other activities on the Leasehold Premises.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE CONCERNING THE LEASEHOLD PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT**

WARRANT THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.

F. If LESSEE is not a natural person, then LESSEE warrants that it is duly formed and validly existing under state law and local ordinances, and that all things required by law or by LESSEE's governing documents, necessary to the execution of this Lease have been accomplished, and the person signing this Lease is authorized to bind LESSEE.

17. **INDEMNITY**. LESSEE will indemnify LESSOR its elected and appointed officials, officers, employees, servants, and agents, and hold LESSOR its elected and appointed officials, officers, employees, servants, and agents harmless, from and against all claims, debts, demands, or obligations which may be made against LESSOR its elected and appointed officials, officers, employees, servants, and agents, or LESSOR's interest in the Leasehold Premises, arising out of or in any way connected with LESSEE's and/or an approved Sub-Lessee's Use and occupation of the Leasehold Premises excepting only to the extent such claims, debts, demands, or obligations are the direct and proximate result of the sole negligence, gross negligence or deliberate acts of LESSOR, its elected and appointed officials, officers, employees, servants, and agents.

LESSEE shall also pay, defend, indemnify and save harmless the LESSOR, its elected and appointed officials, agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy or in any administrative forum), and costs of every kind and description to which the LESSOR, its elected and appointed officials,

agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, to the extent such suits, actions, claims, demands, damages, losses and other reasonable expenses result from the negligence of the LESSEE, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations necessary relating to the occupancy, maintenance, repair or improvement by the LESSEE of the Leasehold Premises excepting only to the extent such suits, actions, claims, demands, damages, losses and other reasonable expenses result from the sole negligence, gross negligence, or deliberate acts of LESSOR, its elected and appointed officials, officers, employees, servants, and agents.

The LESSEE shall also defend, indemnify and save harmless the LESSOR, its elected and appointed officials, agents, guests, invitees or employees, against any claim or liability, including attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy and/or any administrative forum), arising from or based upon the violation of any federal, state, county or city law, bylaw, ordinance, or regulation by such LESSEE, its agents, guests, invitees, servants or employees, excepting only to the extent that the suits, actions, claims, demands, damages, losses and other reasonable expenses result from the sole negligence, gross negligence or deliberate acts of LESSOR, its elected and appointed officials, officers, employees, servants, and agents.

If it becomes necessary for LESSOR to defend any action against it; seeking to impose such liability, LESSEE will pay any judgment entered against LESSOR in such proceeding, and also all costs and attorney's fees (including attorney's fees on appeal and/or bankruptcy and/or in any administrative forum) incurred by LESSOR in its defense of the proceeding. These provisions shall survive the termination, cancellation and/or expiration of this Lease.

To the extent permitted by law and subject to the monetary limitations set forth in Section 768.28 of the Florida Statutes, LESSOR shall pay, defend, indemnify and save harmless the

LESSEE, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the LESSEE, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the sole negligence of the LESSOR, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations or actions of the LESSOR, its agents, guests, invitees or employees on or near the Leasehold Premises.

Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the LESSOR and the LESSOR's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Lease.

18. **LESSOR'S LIMIT OF LIABILITY**. Notwithstanding any other provision of this Lease, no part of this Lease or any interpretation thereof shall be deemed: 1) a waiver of the LESSOR's sovereign immunity under applicable Florida law, and 2) to create any obligation or liability of LESSOR for the acts, omissions or negligence of the LESSEE and/or any approved Sub-Lessee, and 3) a waiver of any available defense by LESSOR or a waiver of any limit on its liability, including without limitation, limits under Section 768.28, Florida Statutes, whether the claim is brought under contract, tort, negligence, statutes, products liability, strict liability, equity or any other legal cause of action, and 4) to create any obligation of LESSOR, contrary to applicable Florida law or administrative regulation, including without limitation, provisions regarding public records and open government. These provisions shall survive the termination, cancellation and/or

expiration of this Lease.

LESSEE'S LIMIT OF LIABILITY. Notwithstanding any other provision of this Lease, except to the extent LESSEE's liability is covered and paid for by the insurance required in this Lease and/or in Exhibit "B" attached hereto, and other than for indemnification and insurance obligations and any applicable liability for willful or grossly negligent conduct hereunder, LESSEE'S liability hereunder shall not exceed the lesser of LESSOR'S direct damages or two times the fees owed by LESSEE for the year in which the liability arose.

19. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY**. In the event the Leasehold Premises are damaged or destroyed by fire or other casualty, LESSEE shall repair the damage and restore the Leasehold Premises within a reasonable time, and the Rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents LESSEE's use of the Leasehold Premises. LESSOR shall allow LESSEE to use the proceeds from any policy of insurance covering the casualty which caused the destruction or damage, to fund the cost of repair and restoration, however, should those proceeds prove insufficient to defray the entire expense, LESSEE shall nonetheless make commercially reasonable efforts to complete the work utilizing other resources.

If the Leasehold Premises are damaged by the intentional or negligent acts or omissions of LESSEE or any of its agents, servants, employees, guests or approved Sub-Lessee's, excepting only to the extent such damage is the result of the sole negligence, gross negligence, or deliberate acts of LESSOR, its elected and appointed officials, officers, employees, servants, and agents, LESSEE shall be obligated to restore the Leasehold Premises within a reasonable time at its expense which may include use of the proceeds from any policy of insurance covering the casualty which caused the destruction or damage to fund the cost of repair and restoration,

and if it fails to do so, then LESSOR may, but does not have the obligation to, repair such damage and restore the Leasehold Premises to its condition prior to the damage without notice to or consent by LESSEE and/or approved Sub-Lessee, and recover the entire cost of the repair from LESSEE immediately, together with any lost rent and other consequential damages suffered by LESSOR as a result of the intentional or negligent acts of the LESSEE, its agents, servants, employees, guests, or approved Sub-Lessees. For intentional or grossly negligent acts or omissions by LESSEE, LESSOR also may recover for its consequential damages.

20. **INSOLVENCY, BANKRUPTCY, DISSOLUTION, ABANDONMENT, CESSATION OF OPERATION**. This Lease shall be terminated immediately, without notice to LESSEE, in the event LESSEE or any surety of LESSEE on this Lease is declared insolvent under any applicable federal law which includes but is not limited to the United States Bankruptcy Code, or files any proceedings as debtor, or takes or has taken against it any action or proceeding in bankruptcy or insolvency, or for reorganization or appointment of a trustee of all or a portion of LESSEE's or the surety's property; or if LESSEE or any surety or any approved Sub-Lessee makes an assignment for the benefit of creditors.

In the event the LESSEE is dissolved either voluntarily or involuntarily or LESSEE abandons the Leasehold Premises as reasonably determined by LESSOR, then this Lease shall be terminated immediately without notice to LESSEE.

21. **NO WAIVER**. No failure by LESSOR or LESSEE to exercise any remedy available to it in the event of a breach of this Lease by the other Party and/or an approved Sub-lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by the other Party and/or an approved Sub-lessee.

Acceptance of rent by LESSOR at any time when LESSEE and/or an approved Sub-Lessee is in default, including but not limited to acceptance of a partial payment of Rent for a given month or months, shall not be construed as a waiver of such default, or of LESSOR's right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by LESSOR to LESSEE and/or an approved Sub-Lessee be taken as an estoppel against LESSOR, it being expressly understood that if LESSEE and/or an approved Sub-Lessee is in default and LESSOR accepts Rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but LESSOR may at any time, if such default continues, terminate this Lease on account thereof.

22. **DEFAULT**. In the event of a default by LESSEE and/or an approved Sub-Lessee, other than a failure to pay Rent or Additional Rent, which default continues longer than ten (10) calendar days after the giving of written notice to LESSEE by LESSOR demanding that the default be cured, LESSOR may terminate this Lease and resume possession of the Leased Premises immediately; recover from LESSEE liquidated damages, as specified by this Lease; and/or, at its option, LESSOR may take such action and expend such sums as may be necessary to cure the default and recover the cost to cure from LESSEE as Additional Rent.

Should LESSEE fail to pay any Rent or Additional Rent hereunder, and if such Rent is not paid along with any interest, penalties and late charges, within ten (10) Calendar Days after written notice given by LESSOR to LESSEE, then LESSOR may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief to recover possession of the Leased Premises and damages in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

Once LESSOR has retaken possession (or if LESSEE refuses to surrender possession, once LESSOR has given LESSEE written notice of termination) this Lease shall be terminated and LESSEE and/or any approved Sub-Lessee shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, LESSEE and/or any approved Sub-Lessee shall surrender the Leased Premises peaceably to LESSOR immediately, and if LESSEE and/or any approved Sub-Lessee fails to do so it shall be deemed guilty of unlawful detainer of the Leasehold Premises and be subject to applicable remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to LESSEE by LESSOR of written notice of termination. Liquidated damages of $75.00 per day shall be paid by LESSEE for each day or portion thereof that LESSEE and/or any approved Sub-Lessee fails to surrender possession of the Leasehold Premises to LESSOR in accordance with this Lease, after termination or expiration hereof.

In any event, in addition to recovery of possession and liquidated damages, LESSOR shall also recover all Additional Rent, special damages, costs and attorney's fees incurred by it as a result of the default by LESSEE and/or any approved Sub-Lessee. LESSEE agrees that it would be impossible to compute the general damages suffered by LESSOR should LESSEE and/or any approved Sub-Lessee default, and that it is therefore proper to provide for liquidated damages.

23. **TERMINATION, EXPIRATION, OR CANCELLATION OF LEASE**. In the event of termination, expiration or cancellation of this Lease, except for trade fixtures, to the extent removal of same does not damage the Leasehold Improvements, all of the improvements and fixtures properly and duly constructed on the Leasehold Premises shall remain in the ownership of LESSOR free and clear of any interests of the LESSEE and/or any approved Sub-Lessee. Any

approved Sub-Lease shall also automatically be terminated upon a termination, expiration or cancellation of this Lease.

24. **REMEDIES CUMULATIVE.** Subject to the terms of this Agreement, each Party's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which a Party may have, and the exercise of one right or remedy shall not impair a Party's standing to exercise any other right or remedy.

25. **ARREARAGES**. Any amount of money to be paid to LESSOR by LESSEE under this Lease, which is not paid within ten (10) Calendar Days of the date when it first falls due, shall bear a non-prorated delinquency charge of ten percent (10%) until paid in full. LESSOR, at its sole option, may elect to apply any payment by LESSEE either to amounts most recently due, to amounts farthest in arrears, or to interest due on the arrearages.

26. **ASSIGNMENT/SUBLETTING**. LESSEE shall not assign this Lease, sublet the Leasehold Premises in whole or in part nor allow free lease space of any portion of the Leasehold Premises, directly or indirectly, without the written consent of LESSOR which shall not be unreasonably withheld, delayed or conditioned. Provided further LESSOR shall be authorized and required to approve all terms and conditions of any Sublease entered into by LESSEE prior to and as a condition precedent to such Sublease's effective date so as to confirm that such Sublease is consistent with all terms and conditions of this Lease. Provided further a copy of this Lease shall be provided by LESSEE to all approved Sub-Lessees.

27. **MEMORANDUM**. LESSOR may, at its option, record a memorandum of this Lease in the Public Records of Polk County, Florida, so as to alert third parties of the nature and duration of LESSEE's interests in the Leasehold Premises.

28. **LEASEHOLD MORTGAGE**. LESSEE is hereby given the right by LESSOR, subject to

written approval by the LESSOR, to Mortgage its Leasehold interest in this Agreement as collateral security to secure a loan from Bank of Central Florida ("Leasehold Mortgage") upon the condition that all rights acquired under such Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights and interests of LESSOR herein, none of which covenants, conditions or restrictions is or shall be waived by LESSOR by reason of the rights given LESSEE to mortgage its Leasehold interest in this Agreement, except as expressly provided in this Section 28 and upon the further condition that the mortgagee or beneficiary of such Leasehold Mortgage shall be an institution. For purposes of this Section 28, an "Institution" shall mean a bank, savings and loan association, trust company, insurance company, public pension fund or retirement fund, or a special purpose entity formed to originate or hold commercial mortgages in connection with a securitization transaction. When seeking written approval from LESSOR, LESSEE shall provide a complete copy of any Leasehold Mortgage and/or any other collateral security agreements associated with and/or involving the LESSEE's Leasehold interests under this Agreement.

If LESSEE shall mortgage all or part of its interest in this Agreement and if the holder of such Leasehold Mortgage shall, within thirty (30) days of its execution, send to LESSOR a true copy thereof together with written notice specifying the name and address of the mortgagee and the pertinent recording data with respect to such Leasehold Mortgage, LESSOR agrees that so long as the Leasehold Mortgage remains unsatisfied of record or until written notice of satisfaction is given by the holder to LESSOR, the following provisions shall apply:

A. Mortgage Consent. Except for the right of LESSOR to unilaterally amend this Agreement specifically set forth herein, there shall be no cancellation, surrender or modification of this Agreement by joint action of LESSOR and LESSEE without the prior written consent of the Leasehold Mortgagee unless such action is undertaken by LESSOR pursuant to a health, safety and welfare matter as reasonably determined solely by LESSOR in which event LESSOR will make good faith efforts to notify the Leasehold Mortgagee within three (3) business days of such action.

B. Notices to Mortgagee. LESSOR shall, upon serving LESSEE with any notice of default, simultaneously serve a copy of such notice upon the holder of the Leasehold Mortgage. The Leasehold Mortgagee shall have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and LESSOR shall accept such Leasehold Mortgagee's acts as if they had been performed by LESSEE. In the event LESSOR desires to terminate this Agreement as a result of a default, LESSOR shall provide the Leasehold Mortgagee with written notice (the "Termination Notice") of its intent to terminate this Agreement. If LESSOR desires to terminate this Agreement as a result of a monetary default, LESSOR shall grant the Leasehold Mortgagee the right to cure or undertake the elimination of such monetary default within ten (10) days after the Leasehold Mortgagee's receipt of the Termination Notice. If LESSOR desires to terminate this Agreement as a result of a non-monetary default (including without limitation any default caused by LESSEE's failure to discharge or cause to be discharged any lien, charge or encumbrance junior in priority to the Leasehold Mortgage), LESSOR agrees not to terminate this Agreement if (a) the Leasehold Mortgagee shall, within thirty (30) days after receipt of the Termination Notice, commence and diligently prosecute such actions as may be necessary to cause the foreclosure of its Leasehold Mortgage (including without limitation seeking relief from the automatic stay provisions of Section 362 of the Bankruptcy Code or any successor statute in any bankruptcy proceeding affecting such foreclosure); (b) all rents and other charges payable by LESSEE under this Agreement shall be brought current within ten (10) days of the receipt of the Termination Notice and shall be kept current throughout such foreclosure proceedings and provided that in the event of a foreclosure, the purchaser at a foreclosure sale shall be bound by all of the obligations of LESSEE as set forth herein; and (c) the Leasehold Mortgagee shall, within thirty (30) days of receipt of the Termination Notice, commence and diligently prosecute all actions to perform all

non-monetary covenants and obligations of LESSEE under this Agreement reasonably capable of performance by the Leasehold Mortgagee throughout such foreclosure proceedings. Notwithstanding the foregoing the LESSOR shall also have the right to terminate this Agreement as provided in Sections 22 and 23 of this Agreement.

C. Insurance. LESSOR agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by LESSEE under this Agreement on the condition that the insurance proceeds be applied in the manner specified in this Agreement and that the Leasehold Mortgage or collateral document so provide.

D. New Lease. LESSOR agrees that in the event of termination of this Agreement by reason of any default by LESSEE, and the continued payment of Rent by the Leasehold Mortgagee, that LESSOR will enter into a new lease for the Leased Premises with the Leasehold Mortgagee or its approved nominee (which may include any purchaser at a foreclosure sale), subject to the written consent of LESSOR to the nominee and such consent may be reasonably conditioned and/or delayed and/or withheld by LESSOR, for the remainder of the Term effective as of the date of such termination, at the Rent and other charges, and upon the terms, provisions, covenants and agreement contained in this Agreement, subject only to the rights, if any, of the parties then in possession of any part of the Leased Premises and those matters set forth in LESSOR's Rules and Regulations as set forth in Section 38 of this Agreement and any other terms that LESSOR may reasonably require of such a new lessee/tenant, provided:

1. The Leasehold Mortgagee or its approved nominee shall make written request upon LESSOR for a new lease and the written request shall be accompanied by any then due payment of Rent and other charges under this Agreement; and the Leasehold Mortgagee or approved nominee shall execute

and deliver a new lease within fifteen (15) days after LESSOR has delivered it all in a form and manner satisfactory to the LESSOR as determined within the sole discretion of the LESSOR.

2. The Leasehold Mortgagee or its approved nominee shall pay to LESSOR, at the time of execution and delivery of any new lease, any and all sums which would then be due pursuant to this Agreement but for such termination and, in addition thereto, any reasonable expenses, including reasonable attorney's fees, which LESSOR shall have incurred by reason of such default, including the costs of negotiation, approval and executing any new lease.

3. The Leasehold Mortgagee or its approved nominee shall perform and observe all covenants in this Agreement to be performed by LESSEE and shall further remedy any other conditions which LESSEE was obligated to perform under the terms of this Agreement.

4. LESSOR shall not warrant possession of the Leased Premises to LESSEE or the Leasehold Mortgagee under any new lease.

5. Any new lease shall be expressly made subject to the rights, if any, of LESSEE under this Agreement and any other matters reasonably required by LESSOR.

6. The LESSEE under any new lease shall have the same right, title and interest in and to the Leased Premises as LESSEE has under this Agreement as determined solely by LESSOR and so long as approved in writing by LESSOR.

E. Confirming Documentation. LESSOR shall, upon request, execute, acknowledge and deliver to such Leasehold Mortgagee an agreement prepared at the

sole cost and expense of LESSEE, in a form satisfactory to the Leasehold Mortgagee and to LESSOR, between LESSOR, LESSEE and the Leasehold Mortgagee confirming the provisions of this Section 28. Any additional reasonable costs incurred by LESSOR in connection with the agreement, including reasonable attorneys' fees, shall be paid by LESSEE or the Leasehold Mortgagee.

The term "Leasehold Mortgage," as used in this Section 28, shall include whatever security instruments are used in the State of Florida, as well as financing statements, security agreements and other documentation required pursuant to the Uniform Commercial Code as provided under Florida law.

29. **RELATIONSHIP OF PARTIES**. Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the Parties other than LESSOR and LESSEE. LESSEE agrees that it shall not challenge the fee title of LESSOR in the Leasehold Premises or claim any interest superior thereto.

30. **COSTS AND FEES**. If a legal action is commenced by either Party, then at the conclusion of such action the prevailing Party shall be entitled to recover its reasonable costs and attorney's fees (including attorney's fees on appeal and/or bankruptcy), in addition to any other relief granted which shall include but not be limited to any attorney's fees and costs incurred by the prevailing Party in any actions and/or matters related to an approved Sublease.

31. **GOVERNING LAW**. This Lease shall be applied and construed in accordance with the Laws of the State of Florida without regard to any conflict of laws provisions. Venue for any action hereunder shall be filed exclusively in the State Courts in and for Polk County, Florida and/or the United States District Court in and for the Middle District of Florida-Tampa Division.

32. **NOTICES**. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage

charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next Business Day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

As to LESSEE:
Blue Line Aviation, LLC
Charles Ray Walters III
3149 B Swift Creek Rd
Smithfield, NC 27577
Phone: 919-369-2683
E-mail: trey@blueline-usa.com

As to LESSOR:
Attn: T. Michael Stavres
City Manager
City of Winter Haven.
451 3rd Street, N.W.
Winter Haven, FL 33881

With a copy to:
(which shall not constitute notice)
Frederick J. Murphy, Jr., Esquire
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830

33. **CONSTRUCTION**. Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.

34. **NATURE OF AGREEMENT**. This Lease sets forth the entire agreement of the Parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been

extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either Party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended in any manner whatsoever, other than by written instrument signed by all Parties hereto, including Guarantors.

35. **BINDING EFFECT**. This Lease shall be binding on, and inure to the benefit of, not only LESSOR and LESSEE, but also their respective successors and permitted assigns and any approved Sub-Lessees.

36. **CONDEMNATION**. In the event all or any portion of any of the Leasehold Premises (including but not limited to any improvements properly and duly constructed on the Leasehold Premises) are taken by eminent domain, or are conveyed under threat of such proceedings, all compensation resulting therefrom shall be the property of LESSOR and LESSEE and anyone or entity claiming under and/or through LESSEE hereby assigns to LESSOR any interest LESSEE may otherwise have in such award.

LESSEE shall execute any documentation required to achieve this result that LESSOR may reasonably require including but not limited to consent by an approved Sub-Lessee. In the event of a total taking, this Lease shall terminate. In the event of a partial taking, LESSOR may elect either to terminate this Lease or to repair and restore the remaining portion of the Leasehold Premises at its own expense, and keep this Lease in force.

37. **SEVERABILITY**. If any provision hereof is declared invalid or unenforceable, it shall be severed here from and the remainder of the Lease shall continue in full force as if executed originally without the invalid portion.

38. **RULES AND REGULATIONS.**

(a) The LESSOR has appointed an Airport Director for the Airport, and the LESSOR reserves the right for the said Director or his duly authorized agent to enter the Leasehold Premises during business hours for the purpose of performing inspections considered necessary by the Director, and the LESSEE and/or anyone claiming under and/or through LESSEE shall promptly correct any conditions which are reasonably considered a hazard to life or to protect property. The LESSEE agrees not to have explosives, gasoline or other highly flammable materials in, on or about the Leasehold Premises leased; however, excluding aircraft fuel tanks and such fluids as may be used in cleaning and operating aircraft and related parts.

(b) The LESSEE and/or any approved Sub-Lessees covenants and agrees to observe and obey all reasonable and lawful rules and regulations which may, from time to time, during the term hereof, be adopted and promulgated by the LESSOR for operations at the Airport. A copy of the current Minimum Operating Standards, and a copy of the current Rules and Regulations, are attached hereto as **Exhibits "B" and "C"**; and are incorporated herein by reference, with the understanding that to the extent of any inconsistencies, the language of this Agreement and in any written amendments hereto shall control conflicting language in Exhibits B or C. Any approved Sub-Lessee shall also be required to agree in writing to comply with LESSOR's current Minimum Operating Standards and Rules and Regulations.

(c) The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described and constituting the Leasehold Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off

from or operation on the Airport. The LESSEE further agrees to waive any legal and/or equitable remedy(ies) related to any public or private nuisance(s) which includes, but shall not be limited to, aircraft noise and emissions.

(d) The LESSOR reserves the right to take whatever action may be necessary or appropriate for the operation, maintenance and improvement of the Airport and although consideration shall be made of the interest to the LESSEE hereunder, LESSEE nor any approved Sub-Lessee shall have no vested rights to continued operation of the Airport in the manner in which it is now operated, nor to continue to operate without competition.

(e) The LESSEE agrees for itself, its successors and permitted assigns and/or approved Sub-Lessees, to prevent any use other than its own Use as allowed in this Agreement of the heretofore described real property and Leasehold Premises which would materially interfere with or adversely affect the operation or maintenance of the Airport or interferes with the LESSOR's reasonable current and future plans for the Airport, as LESSOR shall make known to LESSEE with reasonable advance notice, or otherwise constitute an Airport hazard.

(f) The LESSEE agrees for itself, its successors and permitted assigns and/or approved Sub-Lessees, to restrict the height of structures, objects of natural growth and other obstructions on the Leasehold Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 or as amended by FAA.

(g) This Lease and/or any approved Sublease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Winter Haven and the United States or any agency thereof for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

(h) This Lease and/or any approved Sublease and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed, which LESSOR shall make available for review by LESSEE and shall summarize for LESSEE in writing prior to the Effective Date, under which the LESSOR acquired the property known as the Airport, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

39. **NON-EXCLUSIVE RIGHT PROVISION**. Nothing herein contained shall be construed as granting, or authorizing the granting of, an exclusive right within the meaning of Section 308 of the Federal Aviation Act and/or any similar or applicable law.

40. **NONDISCRIMINATION PROVISIONS**.

(a) The LESSEE, for itself, its successors in interest, and permitted assigns, and/or any approved Sub-Lessees as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, creed, color, national origin, or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said Leasehold Premises or be excluded from participating in any employment, contracting, or activity covered in 14 C.F.R. Part 152 subpart E or any successor law, rule, or regulation;

(2) That in the construction of any Leasehold Improvements on, over, or under such real property heretofore described constituting the Leasehold Premises and the furnishing of services thereon, no person on the grounds of race, creed, color national origin, or sex, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination in any aspect of the process of such construction, or the awarding of bids;

(3) That the LESSEE shall use the Leasehold Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended and any and all applicable procurement requirements at the Federal, State and/or local level.

(b) In the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said Leasehold Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, and as said regulations may be amended, are followed and completed, including exercise or expiration of appeal rights.

(c) If and to the extent applicable, LESSEE and any approved Sub-Lessees shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(d) Noncompliance with provision (c) above shall constitute a material breach

thereof and in the event of such noncompliance after 30 days' notice to LESSEE and opportunity to cure the breach, the LESSOR shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the LESSOR or the United States, either or both said Governments shall have the right to judicially enforce provision (c) above.

(e) LESSEE agrees that it shall insert the above provisions in any agreement by which said LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leasehold Premises herein leased.

41. **ADA COMPLIANCE**. Compliance with the Americans with Disabilities Act shall be the responsibility of the LESSEE. The LESSEE shall observe and comply with all requirements of the ADA in all of its activities including the construction of the Leasehold Improvements at the Leasehold Premises and shall hold the LESSOR harmless from any loss or damage (including court or administrative costs and attorney's fees including but not limited to attorney's fees on appeal) arising out of any violation of the ADA by LESSEE in the construction of the Leasehold Improvements and/or operation of its business or any failure by LESSEE to make any improvements required by the ADA in connection with the use and occupancy of the Leasehold Premises by LESSEE.

42. **RADON GAS**. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

43. **NATIONAL EMERGENCY**. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-

exclusive control and possession of the Leasehold Premises, or of such portion thereof it may desire.

44. **AIRPORT FACILITIES**. The parties understand and agree that the LESSOR shall continue to maintain, develop, improve and control all of the areas and facilities of the Airport as may from time to time be determined by the LESSOR in its sole discretion. LESSEE agrees not to use the Leasehold Premises in any manner which may interfere with, or become a hazard to aircraft operations. LESSEE agrees not to use and to prohibit its employees, guests, invitees and/or any approved Sub-Lessees from using the Airport aprons, ramps, taxiways, runways or related structures for any non-aviation purpose, including pedestrian and vehicular traffic, without LESSOR's written instructions.

45. **STORMWATER POLLUTION PREVENTION PLAN**. LESSEE hereby agrees to abide by all rules and regulations established by LESSOR or any state, county, or federal agency in regard to storm water pollution prevention. The stormwater pollution prevention plan is a major mechanism to comply with the National Pollution Discharge Elimination System (NPDES) Multi-Sector Generic Permit (MSGP) for stormwater discharge associated with industrial activities. The NPDES MSGP is administered by Florida Department of Environmental Protection (FDEP) and is defined in rule 62-621.100, et seq., F.A.C.

46. **CALCULATION OF TIME PERIODS.** The calculation of the number of days that have passed during any time period prescribed by this Lease shall be based on Calendar Days (unless specified otherwise in this Lease). Unless otherwise specified in this Lease, the calculation of the number of days that have passed during any time period prescribed in or by this Lease shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation

of the number of days that have passed during such time period prescribed in or by this Lease shall commence on the day immediately following the Effective Date.

47. **PUBLIC RECORDS**. LESSEE and LESSOR agree that in the event that the LESSEE's and any approved Sub-Lessee's activities authorized under this Lease constitute services, then the LESSEE shall comply with Florida's public record laws to specifically include the following:

LESSEE agrees to:

47.1 Keep and maintain public records required by the LESSOR to perform any services.

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

47.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease term and following completion of the Lease if the LESSEE does not transfer the records to the LESSOR.

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

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF WINTER HAVEN 863-291-5600, EXT. 2301,

records@mywinterhaven.com, **451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.**

If the LESSEE does not comply with a public records request, LESSOR shall enforce this Lease which may include immediate termination of this Lease. This provision shall also be required in any approved Sublease.

48. **Exhibits**. All exhibits annexed hereto are incorporated by reference and made a part of the Lease.

49. **Counterparts**. This Lease may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Lease.

50. **Neutral Interpretation**. Any controversy over the construction of this Lease shall be decided neutrally and without regard to events of authorship or negotiation.

51. **No Waiver of Sovereign Immunity**. Nothing herein is intended to act as a waiver of the LESSOR's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Lease.

52. **Jury Trial**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY

FILE AN ORIGINAL COUNTERPART OR A COPY OF THE LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

53. **Duty to Cooperate and Act in Good Faith**. The Parties acknowledge and agree that it is in their best interests and the best interests of the public that this Lease be performed in strict accordance with the terms, covenants and conditions contained herein; and the Parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

[Remainder intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

ATTEST:

Vanessa Castillo

Vanessa Castillo MMC, City Clerk

APPROVED AS TO FORM:

9-15-23

Frederick J. Murphy, Jr., City Attorney,

LANDLORD:

CITY OF WINTER HAVEN, a Florida Municipal Corporation

By: _____

Name: Bradley T. Dantzler, Mayor

Date: 9-15-23

LESSEE:

Blue Line Aviation, LLC, a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida

Witness to Lessee

Witness to Lessee

By: _____

Charles Ray Walters, III, Manager

PERSONAL GUARANTY

In consideration of the rights and privileges granted by the City to **Blue Line Aviation, LLC**, the undersigned, jointly and severally guaranty payment of any and all amounts (including interest) which at any time may be due and owing the City on account of rent, taxes, or any other charges due and payable under the aforementioned Lease Agreement. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted, without obtaining any consent thereto. The undersigned additionally jointly and severally unconditionally guaranty payment of any interest due and all costs of collection, including, but not limited to, court costs and reasonable attorney's fees. Notices of indebtedness and of default in payment are hereby waived. The cessation of the liability of **Blue Line Aviation, LLC** for any reason other than full payment or any extension, renewal, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of holders' remedies or rights against **Blue Line Aviation, LLC**, shall not in any manner affect the liability of the undersigned. Guarantor agrees to pay the City's reasonable attorney's fees in the event an attorney is retained to collect monies due hereunder (whether or not litigation is instituted) as well as court costs. Guarantor agrees that any monies due hereunder shall be payable to the City of Winter Haven, 451 3rd Street, N.W., Winter Haven, Florida 33881, and in the event of litigation, venue shall be in the State Courts in and for Polk County, Florida.

This Guaranty applies to any and all obligations of **Blue Line Aviation, LLC** under the hereinabove described Lease Agreement, and is unconditional, irrevocable, and absolute.

Charles Ray Walters, III
Guarantor - Individually

9/15/2023
Date

Witness

Witness

WINTER HAVEN REGIONAL AIRPORT - GILBERT FIELD

SECOND AMENDMENT TO LAND LEASE AGREEMENT

THIS SECOND AMENDMENT TO LAND LEASE AGREEMENT (the "Second Amendment") is entered into this **____ day of _____, 2024,** by and between the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, hereinafter referred to as the "Lessor," and **BLUE LINE AVIATION, LLC,** a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, the Lessor and Lessee are parties to that certain Land Lease Agreement ("Lease") with an Effective Date of September 15, 2023; and

WHEREAS, the Lessor and Lessee entered into a First Amendment to the "Lease" with an Effective Date of May 3, 2024; and

WHEREAS, the Lessor and Lessee desire to further amend the Lease, pursuant to Paragraph 34 of the same, to amend Paragraphs 3 and 13 of the Lease regarding Rent and timing of Leasehold Improvements; and

WHEREAS, except as amended herein, all of the terms and conditions of the Lease are reaffirmed by the Lessor and Lessee.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants, terms, and conditions, contained in the Lease, and in the First and Second Amendment, where applicable, and for good and valuable consideration the parties agree as follows:

§ 1. Incorporation of Recitals.

The above Whereas clauses are hereby incorporated, deemed true, and are a factual basis for this Second Amendment.

§ 2. Amendment to Paragraphs 3 and 13 of the Land Lease Agreement.

As permitted by Paragraph 34 of the Lease, Paragraph 3 of the Lease are amended as follows:

3. **RENT**. LESSEE's obligation to deliver rental payment(s) shall commence **twenty-four (24) months** following the Effective Date of this Lease (September 15, 2023) or upon the issuance of a Certificate of Occupancy or its functional equivalent for the Leasehold

Improvements, whichever occurs first (the period from the Effective Date until the date upon which LESSEE is so obligated to deliver rental payments hereafter the "Grace Period"). Following the Grace Period, rental payments during the Term shall be paid monthly in advance. Rental payments shall be $5,516.50 per month plus all applicable sales taxes and similar such charges ("Rent"). In addition, Rent shall include any and all ad valorem taxes and/or similar assessments levied on the Leasehold Premises and/or against LESSOR as a result of this Lease as more particularly set forth in Sections seven (7) and twelve (12) of this Lease. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 2277, Winter Haven, Florida 33883 -2277, or in such other manner as LESSOR may, from time to time, direct by written notice to LESSEE.

Rent shall increase on October 1, 2025, and on October 1 every year thereafter for so long as this Lease or any extension thereof remains in effect. The Rent due hereunder shall be increased in an amount determined by multiplying the annual Rent charged during the immediately preceding year of this Lease by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average) published by the United States Department of Labor. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living, such comparable or replacement index being reasonably determined by the LESSOR. There shall, however, be no downward adjustments in Rent.

For purposes of this Lease, time is of the essence; and LESSEE acknowledges and agrees that it is responsible for paying the Rent promptly on the 1st day of each month, and that failure to do so within ten (10) Calendar Days of the due date will constitute a default under this Lease and entitle LESSOR, after first giving three (3) Calendar Days written notice of default to LESSEE, to pursue any remedy allowed by law or under this

Lease for a default. If at any time a check given by LESSEE to LESSOR is returned unpaid, thereafter LESSOR may require by written notification to LESSEE that all future payments under this Lease be made in cash or by cashier's check.

Any installment of Rent or any other charge accruing under the provisions of this Lease that is not paid within ten (10) Calendar Days of when it first falls due shall bear a non-prorated delinquency charge of ten percent (10%).

If LESSEE remains in possession following the end of the term of this Lease, such possession shall be on a month to month basis at the rental amount established from time to time by LESSOR, after giving written notice to LESSEE not less than thirty (30) Calendar Days prior to the date any new rental amount takes effect.

13. **LEASEHOLD IMPROVEMENTS.** The Leasehold Premises are vacant as of the Effective Date of this Lease. As part of the consideration for the privileges herein granted, this Lease is intended to permit LESSEE to carry out the design, permitting, and construction of the Leasehold Improvements described in Section 2 of this Agreement and to occupy the Leasehold Premises under this Lease as authorized in this Agreement. LESSEE shall bear full responsibility, financial and otherwise, for all aspects of design, permitting and construction of the Leasehold Improvements, including but not limited to engineering, rezoning, site planning, landscape plans, building permits, statutory performance and payment bonds, any necessary permits from the South West Florida Water Management District and other agencies, and for hookup fees and service lines for water, sewer, electric and other utilities. LESSOR agrees to reasonably cooperate with LESSEE during normal working hours as LESSEE works to obtain the permission outlined in this Section to the extent applicable and within LESSOR's sole discretion. Any such cooperation shall not

impose any additional liability upon LESSOR and this Agreement shall not constitute any approval and/or other regulatory authorization associated with the matters set forth herein from any governmental authority with jurisdiction including but not limited to the LESSOR's exercise of such authority.

The construction of the Leasehold Improvements on the Leasehold Premises as described in the Agreement is subject to Applicable Law and final site plan review and approval by LESSOR, in accordance with applicable Code of Ordinances and Florida law, and LESSEE being able to meet applicable codes and setbacks for structures. The Leasehold Improvements shall be completed and a Certificate of Occupancy or its functional equivalent issued not later than twenty-four (24) months following the Effective Date of this Lease. In addition, and subject to the foregoing twenty-four (24) month time period, upon receiving final Lessor approval of the plans and specifications, construction of the Leasehold Improvements shall commence within forty-five (45) calendar days of LESSEE's receipt of LESSOR's final approval of the plans and specifications and shall be completed not later than twelve (12) months after commencement of construction. It is agreed and understood that, upon completion of construction of the Leasehold Improvements, LESSEE shall have thirty (30) calendar days to provide LESSOR a Title Insurance Policy insuring the City against loss or damage for liens and encumbrances upon Leasehold Improvements constructed by LESSEE on the Leasehold Premises or this Lease shall terminate. This Lease shall not be interpreted to condone, authorize or permit any violation of Applicable Law. Further, this Lease shall not be construed as the LESSOR's authorization or acceptance of the status of the present existing structures or uses on the Leasehold Premises, nor shall it be construed as an attempt to contractually zone the Leasehold Premises.

Once the Leasehold Improvements are constructed and a certificate(s) of completion or its functional equivalent is issued then thereafter, no alterations or improvements to the Leasehold Premises shall be made by LESSEE, nor shall any signs be erected, unless LESSOR has reviewed the plans and specifications and given its written consent before commencement of any such alterations or improvements, which consent shall not be unreasonably withheld, delayed, or conditioned. LESSOR, acting reasonably, may require

LESSEE to remove any unauthorized signs, alterations, or improvements, and to return the Leasehold Premises to their original condition as it existed after the issuance of a certificate(s) of completion for the Leasehold Improvements, within a reasonable period after written demand not greater than sixty (60) days, and if LESSEE fails or refuses to do so then LESSOR may have the necessary work done and assess the cost against LESSEE as Additional Rent, to be paid within a reasonable period after written demand not greater than sixty (60) days. All work including but not limited to the Leasehold Improvements on the Leasehold Premises must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds as required for all public projects in Florida, shall be secured. At the end of the Term or upon any earlier termination of this Lease, all trade fixtures, to the extent they may be removed without damaging the Leased Improvements, furnishings, personal property, equipment and materials of LESSEE shall be removed from the Leasehold Premises within five (5) days thereafter. Any trade fixtures, furnishings, personal property, equipment and material of LESSEE and/or SUBLESSEE's left on the Leasehold Premises thereafter shall become the property of LESSOR and LESSOR may effect such removal at LESSEE's expense and LESSEE agrees to pay LESSOR such expense promptly upon receipt of a proper invoice thereafter.

§ 3. <u>Balance of Land Lease Agreement and First Amendment</u>.

All other provisions of the Lease and First Amendment, unless expressly amended or modified by this Second Amendment, shall remain in full force and effect.

§ 4. <u>Counterparts; Electronic or Facsimile Signatures</u>.

This Second Amendment may be signed in counterpart with electronic or facsimile signatures constituting original signatures for all intents and purposes.

§ 5. <u>Amendments</u>.

Any further amendments to the Lease, as amended, shall be made in writing and signed by the Parties pursuant to Paragraph 34 thereof.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Land Lease Agreement as of the date first above written.

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM:

_____
Frederick J. Murphy, Jr., City Attorney

LANDLORD

CITY OF WINTER HAVEN, a Florida Municipal Corporation

By:_____
Name: Nathaniel J. Birdsong, Jr., Mayor
Date:_____

Signed, Sealed and Delivered
In the Presence of

WITNESSES:

_____
Witness

_____
Typed or Printed Name

_____
Witness

_____
Typed or Printed Name

LESSEE

BLUE LINE AVIATION, LLC, a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida

By: _____
Charles Ray Walters, III
Manager
Date:_____

DATE: August 15, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: David Brannan, Chief of Police
Vance Monroe, Deputy Chief of Police
Shawn Dykes, Human Resources Director

SUBJECT: Police Benevolent Association, Inc. and City of Winter Haven Collective Bargaining Agreement for the Period October 1, 2024 through September 30, 2027

BACKGROUND

The Police Benevolent Association, Inc. (PBA) has been the exclusive collective bargaining agent for City Police rank and file service employees since December 21, 2018. Since this date, the PBA and City have successfully negotiated a Collective Bargaining Agreement (CBA), which expires September 30, 2024.

Collective bargaining sessions held this year culminated on July 2, 2024, with the parties tentatively agreeing to language changes in the following Articles:

- Preamble; 4 Access to Premises; 15 Extra Duty Employments; 18 Call Back and Subject to Call; 19 Safety and Wellness; 20 Leave Benefits; 26 Internal Investigations; 27 Discipline and Discharge; 28 Grievance Procedures; 35 Employee Compensation and Wagers; 36 Promotions, and 37 Duration-Modification-Termination

FINANCIAL IMPACT

The economic provisions within the proposed CBA are funded in the FY2024-25 budget.

RECOMMENDATION

Staff recommends the City Commission endorse the 2024-2027 CBA with the PBA and authorize the City Manager to execute this document on the City's behalf.

ATTACHMENT

- Police Benevolent Association, Inc. and City of Winter Haven CBA for the Period October 1, 2024 through September 30, 2027

Collective Bargaining Agreement

Between

West Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association

and the

City of Winter Haven

A Municipality of the State of Florida

October 1, 2024 to September 30, 2027
Police Officers and Police Sergeants

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Article 37	Duration – Modification - Termination

PREAMBLE

THIS AGREEMENT is entered into as of this 1st day of October 2024, between the CITY OF WINTER HAVEN, FLORIDA, hereinafter referred to as the "City" and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA." It is the intent and purpose of this Agreement to promote harmonious relations between the City and its represented employees and to assure sound and mutually beneficial working and economic relationships between the parties. It is the further intention of the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of work, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which affect the health, safety, and welfare of the public and both parties hereto recognize the need for continuous service to the public.

ARTICLE 1

Office of Director of Public Safety

For the purpose of this Agreement any and all references to Deputy Police Chief and/or Director of Public Safety, shall be deemed and construed the same as the Police Chief.

ARTICLE 2

RECOGNITION

In accordance with Certification Number 1950 issued by the Florida Public Employees Relations Commission December 21, 2018, the City hereby recognizes the Florida Police Benevolent Association, Inc. (PBA) as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for probationary and regular fulltime employees of the City of Winter Haven working within the following classifications:

- Police Officer
- Police Sergeant

All other employees of the City of Winter Haven are excluded from the PBA Bargaining Unit.

In the event the City decides to eliminate an existing Bargaining Unit job classification, it will notify the PBA thirty (30) days in advance of its decision. Upon request, the City will meet with the PBA to bargain the decision to eliminate a covered job classification. Failure of the parties to reach agreement will result in impasse, which shall be resolved in accordance with the impasse procedures provided by the Florida Public Employees Relations Act.

ARTICLE 3

REPRESENTATIVES OF PARTIES

The City agrees that during the term of this Agreement, it shall deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA's authorized representatives for this purpose are PBA Officials, including the West Central Florida PBA President, or their designee, and Florida PBA Chief Negotiator, or their designee.

The PBA likewise agrees that during the term of this Agreement, the PBA will deal with representatives that the City designates within five (5) business days of the ratification of this Agreement.

For purposes of direct communication regarding the Grievance Procedure articulated herein, the City acknowledges that the PBA shall select two Grievance Representatives, and two Alternates, and shall furnish the names to the City. The PBA shall notify the City Human Resources Manager if there are any changes in Grievance Representatives and Alternates.

The Grievance Representatives and/or Alternates may investigate or otherwise handle Grievances during working time as long as there is no unreasonable interference with the operational needs of the City.

The Grievance Representatives and/or their Alternates may communicate with the City and its representatives. The City shall provide sufficient copies of applicable written communications to the Grievance Representatives and/or Alternates, who are responsible for providing the same to the PBA officials.

ARTICLE 4

ACCESS TO PREMISES

The City agrees that designated representatives of the Association shall have access to the premises of the City that are available to the public. If any area of the City's premises is restricted to the public, permission to enter such areas must be requested of the Public Safety Director, Deputy Police Chief or designee who shall have the discretion to assign an escort to accompany the representative(s) of the Association. Such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee(s) and shall be restricted to matters related to the application of this Agreement, proceedings governed by Sections 112.532, .533 .534 and .536, Florida Statutes, and proceedings governed by Chapter 86-342, Laws of Florida.

ARTICLE 5

DUES CHECK OFF

The City will deduct from regular biweekly payroll checks dues owed by the employee to the PBA provided that prior to said deduction being made the PBA has provided the City with a signed authorization form from each employee whose dues are to be deducted to confirm that such deduction is authorized. Deductions will be forwarded to the PBA within ten (10) business days of said deduction made.

Any authorization for dues deduction may be canceled by the employee upon thirty (30) calendar days' written notice to the City and the PBA.

The PBA agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, other forms of liability or expenses in connection with or that may arise out of, or by reason of, action taken by the City on account of payroll deduction of PBA dues.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty, fee, or special assessment.

If an employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, credit union and prior deductions are not sufficient to cover dues deductions, or at any time an employee is on unpaid leave status, the deductions will not be made. Rather, it is exclusively the PBA's responsibility to collect non-payroll deduction dues or any employee dues in arrears.

ARTICLE 6

BULLETIN BOARDS

The City agrees to provide space for one (1) bulletin board placed conspicuously in a work area in the Police Department, the location of which will be mutually agreeable. PBA, at its expense, may install one (1) bulletin board not to exceed twelve (12) square feet in each station. All costs in preparing and posting PBA notices will be borne by the PBA.

All materials to be posted on said bulletin board must be related to official PBA business and will be limited to meeting notices and announcements, PBA sponsored social events and activities, election notices, meeting minutes and similar informational announcements regarding PBA business.

No material, notices, or announcements will be posted which contain anything that may reasonably be deemed offensive, defamatory, or obscene, that reflects adversely upon the City, its independent contractors, employees, or any labor organization among its employees, or which has the potential to cause disruption or impair the operational efficiency with the unit or among employees.

Copies of any material posted must be initialed by the PBA elected representative and approved for posting in advance by the Public Safety Director and Deputy Police Chief. Any documents posted on the bulletin board which are not initialed will be removed by the Public Safety Director, or in his absence, the Deputy Police Chief. If a document is removed by the City, the PBA representative will be notified. The Public Safety Director's decision whether to approve a particular posting is at his/her sole discretion and is not subject to appeal.

ARTICLE 7

NON DISCRIMINATION

The City and PBA agree not to discriminate against any Bargaining Unit employee for their lawfully protected activity under the Public Employee Relations Act on behalf of the PBA; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, gender, disability, marital status, or Veteran status.

The City and PBA acknowledge that nothing in this article precludes or prevents an employee from exercising any and all of the employee's local, state and federal civil rights in any and all local, state, and federal administrative and judicial forums.

ARTICLE 8

PREVAILING RIGHTS

Nothing in this Agreement shall be construed as abridging, amending, or waiving any rights, benefits or perquisites presently covered by statutes, existing rules or regulations recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement.

Said rights, benefits or perquisites which pertain to subjects of bargaining, which are negotiable under the provisions of Chapter 447, Florida Statutes, shall not be modified or terminated except by agreement of the parties.

ARTICLE 9

MANAGEMENT RIGHTS

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay-off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, demote, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

In the event the City considers subcontracting any or all of the work covered by this Agreement, it shall provide the PBA a ninety (90) day notice of its intent and, upon request from the PBA, commence Bargaining over the effect thereof. However, after thirty (30) days have passed from the time bargaining commences, the City shall be free to issue a Request for Proposal although it shall still continue to bargain over the effect. If the parties fail to reach agreement on the impact of the subcontracting decision, the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employees Relations Act.

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

The City and the PBA will each appoint three (3) individuals to a Labor Management Committee which, upon the request of either party, will meet no more than three times per year, unless both the Association and the City mutually agree otherwise, at a mutually agreeable time and place, and during regular business hours.

The parties agree that these meetings should not be construed as, and do not constitute negotiations, but rather are for the purpose of informally discussing various issues arising out of the Bargaining Unit employees' employment with the City.

Accordingly, the provisions of Florida law relating to negotiations are not applicable to meetings of the Labor Management Committee.

ARTICLE 11

CITY POLICIES AND PROCEDURES

City policies and procedures, including the City of Winter Haven Personnel Policy and Procedures Manual and all Winter Haven Police Department General Orders in effect at the time this Agreement is ratified are hereby incorporated by reference into this Agreement.

Where there is a conflict between these policies and procedures and the express terms of this Agreement, this Agreement will prevail. Where this Agreement is silent, the City's policies and procedures will prevail. If the parties are unable to agree on whether the City's Personnel Policy and Procedures Manual and Winter Haven Police Department General Orders, or any provision therein, is in conflict with this Agreement, the party's inability to agree shall be subject to the Grievance/Arbitration Articles in this Agreement.

In the event a contemplated change is to be made, at least ten (10) calendar days prior the City shall provide written notice of such proposed change to the PBA designated representative. If the PBA does not reply within a period of no later than ten (10) calendar days thereafter, the contemplated change will be made. If within ten (10) calendar days the PBA so requests, the City will bargain over the impact and/or effect of such change(s) on Bargaining Unit employees. If the parties fail to reach agreement on the impact of such change(s) the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employee Relations Act.

In the event a change in Police Department General Orders is ordered at the time of accreditation review and/or inspection, and provide said change is predominantly verbiage only and of no impact on employees, notice of the change will be provided to the PBA no later than ten (10) business days thereafter.

ARTICLE 12

PERSONNEL RECORDS

There shall be only one official personnel file for each unit member and the Human Resources Division shall retain each Employee's official personnel file and said retention shall be maintained in accordance with established public records laws. All employees will be able to view their personnel file during normal office hours (in the presence of an administrative staff member).

Employees are encouraged to periodically review their respective personnel files to ensure that information contained therein is accurate and current. Members may request that documents be added to their personnel files, include information pertinent to certifications, employment, and job performance, to include material items from third parties. The granting of said request shall be at the discretion of the Human Resources Division Manager. If the request to add documents is not granted, the employee will have the opportunity to meet with the Human Resources Division Manager and the Public Safety Director, or his or her designee, for a second review and consideration.

All members shall be notified of anyone requesting to view their records. The release of any information to employees or others will be in accordance with any related prevailing Florida Statutes.

The home address, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the names, home addresses, telephone numbers, social security numbers, photographs, dates of birth, and places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose. In addition, the City agrees that in cases where public records requests are made for a member's e-mail, the City will redact any aforementioned personal information as well as preclude non-work related e-mails to be released to the public as provided for in Chapter 119, Florida Statutes.

ARTICLE 13

SENIORITY

Seniority date shall be the date an employee started work in the Winter Haven Police Department in a job covered by the Bargaining Unit.

New employees shall be considered probationary until after twelve (12) months of employment and until a favorable, approved performance evaluation has been received and an official change in classification from probationary to regular has been enacted by the City. At the end of the probationary period, new employees will be placed on the seniority list and their seniority will be retroactive to the date of hire.

An employee shall lose all accumulated seniority if:

- The employee voluntarily quits;
- The employee is discharged and not reinstated under the Grievance/Arbitration Procedures;
- The employee has been continuously laid off for a period of twelve (12) months;
- The employee fails to return to work within ten (10) calendar days after a letter notifying the employee to return to work has been sent by the City by registered mail to the employee's last known address;

In the event an employee who has lost accumulated seniority is subsequently rehired by the City, the employee shall be considered a probationary employee for the purposes of this Agreement.

At the request of the PBA, and within ten (10) workdays thereof, the City shall prepare and present a seniority list that will include the employee name, date of hire, current job classification, and rate of pay. If the PBA believes the list is not correct, the PBA will have ten (10) work days after receiving the list to present to the City a written objection regarding the correctness of the list.

Seniority will be utilized during the Patrol shift bidding process.

ARTICLE 14

HOURS OF WORK, OVERTIME, AND PAYMENT MEANS

Hours of Work:

The established work cycle for law enforcement employees is fourteen (14) days, with the allowable work hour threshold for the purposes of determining overtime being eighty-six (86) hours, per the Fair Labor Standards Act (FLSA). There are twenty-six (26) fourteen (14) day work cycles in one year.

The daily time schedule for Police Officers and Sergeants assigned to Patrol is twelve (12) hours; this accounts for (12) compensable work hours a day and a paid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-four (84) work hours.

The daily time schedule for Police Officers and Sergeants assigned to the Detective, and Motors units is nine (9) hours; this accounts for an eight and a quarter (8.25) hour day with a forty-five (45) minute unpaid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-two and a half (82.5) work hours.

The daily time schedule for Officers and Sergeants assigned to the SRO unit is eight (8) hours with a one (1) hour paid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty (80) work hours.

Personnel assigned to the Drug Task Force (TFO) will work a fourteen (14) day work cycle, the equivalent of eighty (80) hours in a bi-weekly pay period.

In the event a change in the work cycle or daily time schedule is contemplated, at least thirty (30) days prior the City shall provide written notice of such proposed change to the PBA. If within ten (10) days of receiving the notice the PBA declines to respond to same or does not request to bargain over the impact and/or effect of the change, the contemplated change will be enacted and effective on a date of the City's choosing.

Overtime:

The FLSA requires that sworn law enforcement employees who work in excess of eighty-six (86) hours during a fourteen (14) day work cycle are to be paid the excess hours worked at the overtime rate, which shall be time and one-half the regular rate of pay.

Sworn law enforcement employees assigned to the TFO who work in excess of eighty (80) hours during a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Police Officers and Sergeants who work in excess of eighty-six (86) hours in a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Regardless of the total number of hours worked in a fourteen (14) day work cycle, members required to work on an actual holiday or City observed holiday shall be paid at the rate of time and one-half their hourly pay rate for hours worked. If a member is required to work both the City observed and actual holiday, the member shall be paid at the time and one-half hourly rate for hours worked on the actual holiday only. For work cycles in which a member works overtime, the extra half-time premium for work on an actual or observed holiday shall not be included when determining the member's regular rate.

For the purpose of computing overtime, holidays, annual leave, sick leave or other leave benefit, time will not be considered time actually worked on the job.

Overtime must be authorized and will only be directed when it is in the interest of the City and the most practical and economic way of meeting workloads or deadlines. Overtime must be approved in advance of it being worked and may only be approved by the Police Chief, Police Captain, and Police Lieutenant or designated Officer in Charge.

Payment Means:

Bargaining Unit employees will be compensated bi-weekly, every fourteen (14) days.

ARTICLE 15

EXTRA DUTY EMPLOYMENT

All extra duty employment shall be administered in accordance with WHPD General Order 22.3, Off Duty and Extra Duty Employment.

Members shall have full access and be allowed to sign up for extra duty details when the extra duty details are posted.

When members of any rank work an extra duty detail for a requesting third party, the member will be compensated the same rate the requesting third party is invoiced for this service which is:

Non-Supervisory Rates

1. The Standard Extra Duty rate will be forty dollars ($40) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty dollars ($50) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty ($60) per hour with a three (3) hour minimum.

Supervisory Rates (applicable when the detail requires a supervisor due to the number of personnel working the detail).

1. The Standard Extra Duty rate will be forty-five dollars ($45) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty-five dollars ($55) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty-five ($65) per hour with a three (3) hour minimum.

ARTICLE 16

COURT APPEARANCES AND OTHER COURT DUTIES

Court appearances and other court duties required of an employee as the result of a matter arising out of the employee's performance of duties and responsibilities for the City, which occur when the employee is off-duty (i.e. not during an employee's regular assigned shift at work) shall be compensated in the following manner:

1. Employees shall receive a minimum of two (2) hours pay inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court.

2. If an employee has more than one court appearance or related duty to attend to on the same day, any court time that falls within the same two (2) hours will not entitle the employee to any extra compensation. Should a court related appearance or related duty exceed two (2) hours, the employee will be paid for all time the employee is required to be present.

3. If an employee is on approved leave and is summoned to court, the employee will be compensated in the manner described herein, and leave hours will not be charged to or deducted from the employee's accrued leave account. The payment of accrued leave and court time for the same period of hours shall not be permitted.

4. If while off duty an employee receives a telephone call relating to a covered court time event, which is a minimum of fifteen (15) minutes or greater in duration, the employee shall be paid for the time spent on the telephone call. Telephone calls of less than fifteen (15) minutes are agreed to be de minimis and shall not be compensated. Claims of compensation for telephone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.

5. Court time will be paid at the employee's regular hourly rate unless the employee meets

the overtime threshold within the meaning of the Fair Labor Standards Act. For the purposes of computing overtime, court time incurred when the employee is not on duty during an assigned shift will be considered regular hours worked.

ARTICLE 17

WORKING IN HIGHER CLASSIFICATION

Eligibility:

If management directs a Police Officer or Police Sergeant to work in a higher classification for a work period of twenty-eight (28) days or longer, the affected employee's hourly rate of pay shall be adjusted to the minimum base hourly rate of the higher classification or the employee's hourly rate of pay shall be increased five percent (5%), whichever is greater, and the adjusted hourly rate shall be retroactive to the first day of the assignment to the higher classification.

Return to Regular Rate:

A Police Officer or Police Sergeant being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their previous regular rate of pay when the period of temporary employment in the higher class ends.

Promotional Probationary Period and Time in Grade:

If a member serves as an "Acting Sergeant or Lieutenant" immediately contiguous to being promoted to the rank of Sergeant or Lieutenant, the time served in the acting capacity will be counted towards their promotional probationary period and their time in grade.

ARTICLE 18

CALL BACK AND SUBJECT TO CALL

Call Back:

An employee who completes their regular workday or shift and is called back from off City premises to work and/or assist in an emergency will receive a minimum credit of two (2) hours. The employee shall be considered on-duty for the full two hours and compensated for all hours worked in excess of that period.

Call back pay shall be paid at the employee's regular hourly rate unless the employee has actually worked hours in the work period to be eligible to be paid at the overtime rate. If the call out is cancelled prior to the employee's arrival at the scene, the employee shall receive two (2) hours paid at the regular hourly rate.

If an off-duty employee is called back to work on a City observed holiday, the minimum two (2) hours pay, and any time worked in excess of the two hours that day, will be paid at the overtime rate regardless if the member does not work the required number of regular hours in the work period.

Should an employee on approved leave be called back to work the employee will receive compensation as defined herein, for each day called back, and a comparable number of hours actually worked will not be charged to or deducted from the employee's accrued leave account. The payment of both leave pay and call back pay for the same hours will not be permitted.

Subject to Call:

Employees informed in advance by their supervisor that they will be subject to being called into work on a non-scheduled workday or City authorized holiday will be paid $75.00 for each applicable subject to call day.

The $75.00 subject to call pay on a non-scheduled workday will not be deemed a part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

Employees informed in advance by their supervisor that they will be subject to being called into work after-hours on a workday will be paid $35.00 for each applicable subject to call day.

The $35.00/$75.00 subject to call on a scheduled, non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

The $75.00 subject to call on a non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

In addition to the $75.00, employees subject to call on a non-scheduled workday who are actually called in to work shall receive Call Back time in accord with and as defined above.

ARTICLE 19
SAFETY AND WELLNESS

Personal - Workplace Safety:

The City and PBA agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Through the development and implementation of current and new standard operating procedures and safety rules, along with the provision of safety clothing and protective devices, the City shall make a reasonable effort to ensure the safety and health of each employee during the hours of employment.

Employees are required to observe and adhere to all standard operating procedures and safety rules promulgated for their protection. Employees are required at all times to use all appropriate safety clothing and protective devices made available by the City. Each employee shall also immediately report to their supervisor or manager in charge any unsafe practice or condition of which they are aware, regardless of whether a third party is involved.

An employee who neglects or fails to observe and adhere to all standard operating procedures and safety rules, and use City provided safety equipment, may be subject to discipline, if the employee's failure was purposeful and neglectful, up to and including discharge, and may incur a loss or reduction of workers' compensation benefits if injured.

Vehicle Safety:

The parties agree that all fleet vehicles will be maintained in accordance with applicable WHPD General Orders and in accordance with preventive maintenance standards and schedules established by the City's Fleet Maintenance Division.

Firearms Safety:

In order to promote safety in the use of firearms by bargaining unit employees, the Parties agree members of the bargaining unit will be given the opportunity to qualify in accordance with applicable WHPD General Orders.

Safety Committee:

The PBA will, upon request, be allowed one (1) Bargaining Unit member to serve on the City Safety Committee with the understanding that meetings will be held monthly during regular business hours. Moreover, provided work unit operations are not unduly hampered, or in the event the designated member is not on authorized leave, meeting attendance will be mandatory.

Wellness:

The City will continue to encourage the wellness and good physical conditioning of sworn law enforcement personnel.

A gym facility at WHPD headquarters will be provided. When call load allows, and with supervisor approval, members may work out in lieu of their meal break at the WHPD facility or a commercial fitness facility. The allowable work out period is forty-five (45) minutes inclusive of pre and post work-out changing times.

A member working out is subject to be called back into service at any given time and shall monitor the radio, or agency issued cell phone, during the workout period. Workout times should be chosen during non-peak call load times.

To further promote good physical conditioning and reward for same, Bargaining Unit members are afforded the opportunity each year to participate in a Physical Readiness Incentive Program administered in accordance with General Order 22.4. Participation in this Program is voluntary.

Random Drug Testing

Under the City's Drug-Free Workplace Policy, effective October 1, 2023, employees (Sworn Officers) within the bargaining unit who are considered to be in a safety sensitive position and

who perform safety sensitive functions shall be subject to random drug and alcohol testing as stated within the City's Personnel Policy and Procedures Manual, Section 8.17 Drug-Free Workplace and EAP.

At various times, the City shall randomly select bargaining unit members for unannounced drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

1. The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

2. The employee shall have the right to have present during the testing a representative of their choice, but the Department will not be required to wait for such representative to arrive. In the event that the employee's initial representative is unable to serve, they may choose another representative, but in no event shall the Department be required to wait.

3. If the employee randomly selected is not available on the day of random testing being conducted, the Police Chief and Deputy Police Chief will maintain the confidentiality of the employee's name until the employee returns to a scheduled work shift during a two-week period, at which time the testing process shall proceed. Documentation of the reason for the determination of the testing date (i.e. missed workdays) shall be completed by the Chief and Human Resources. If an employee is selected for random testing, the City will attempt to have the testing conducted during their normal shift hours. If the facility conducting the testing is not open during the employee's working hours, the employee shall visit the facility before or after their work shift on the same shift of being notified. Actual time spent to conduct the random testing along with the time spent traveling to and from the facility, or a minimum of two (2) hours, whichever is greater, shall be considered as

hours worked and shall not be flexed by the City.

4. Employees have the option of reporting substance abuse problems directly to the Employee Assistance Program, absent involvement or knowledge by City staff. Under these conditions, it is the employee's responsibility through consultations with the Substance Abuse Professional, to take the appropriate measures (i.e., abstinence from usage, approved leave, request for leave without pay, etc.).

5. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and shall be subject to discipline up to, and including, termination.

6. A positive drug test will be reported for any urine drug test which has been verified by the Medical Review Officer if the testing laboratory determines the specimen contains a drug (or metabolite) above the screening and confirmatory test threshold levels.

7. A negative drug test result will be reported for any urine drug test, which has been analyzed by the testing laboratory and found not to contain a drug (or metabolite) above the screening levels. A negative test result will also be reported for any urine drug test result which has been analyzed by the testing laboratory and found to contain a drug (or metabolite) above the screening and confirmatory test threshold levels, if the MRO subsequently determines the result is negative based on verification of prescription information or other acceptable verifiable explanations.

8. If an employee tests positive, the City shall inform the employee in writing of a positive test result, the consequences of the test result and any options available to them. Upon request of the employee, a copy of the test result will also be provided.

9. Within five working days after being notified of a positive confirmed test result, employee may submit written information to the City to contest the test result or explain why the result does not constitute a violation of the City's drug free workplace policy. If the challenge or explanation of the positive test result is unsatisfactory to the City, the employee will be provided written notice of the cause and reason for this determination.

10. Any employee who has been notified by the MRO of a confirmed positive drug test shall have one-hundred eighty (180) days in which to request a retest of the same specimen provided originally. If the employee makes a timely request, the MRO shall, in writing, direct the laboratory to provide the originally tendered specimen to another certified laboratory of the employee's choosing, for analysis. After receiving the written request and cost of the same from the employee for a retest of the original specimen, the MRO must immediately provide written notice to the laboratory that tested the original specimen to forward the same specimen to a second HHS certified laboratory documenting the date and time of the employee's request.

11. The cost of the additional laboratory analysis shall be borne by the employee; however, if the results of the original positive test are reversed (negative test), the City shall reimburse the employee for the second laboratory test. If the analysis of the specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the same/original specimen test and report the cancellation and reasons for it to the City, other applicable agencies and the employee. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secure, long-term frozen storage for at least three hundred sixty-five (365) days.

12. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications employees should seek medical advice, as appropriate, before performing work-related duties, and shall first notify their supervisor or a designated supervisor within

the departmental chain of command, of any impairment which they may be experiencing.

13. When taking prescription medications, employees must seek specific advice from their physician that the substances in a prescription will not impair their mental functioning, motor skills, judgment, or their ability to perform their essential job functions. Before performing work-related duties, employees shall first notify their supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which they have been advised may occur. Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

14. An employee who undergoes a random test and receives a confirmed positive test result shall be subject to the appropriate discipline up to, and including, termination. Any termination resulting from a confirmed positive test result shall be subject to Article 28 (Grievance Procedure) and Article 29 (Arbitration) of this Agreement.

15. In the interest of public and employee safety, and the professional image of City government, a police officer shall be subject to discipline up to, and including, termination from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing, or selling any controlled substances while on or off duty.

ARTICLE 20

LEAVE BENEFITS

For Bargaining Unit Employees, the City agrees to continue in effect the below listed leave benefit programs:

- Observed Holidays - New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.
- Annual Leave
- Sick Leave
- Personal Leave
- Bereavement Leave
- Court Leave
- Conference Leave
- Leave of Absence
- Family and Medical Leave
- Military Leave
- Domestic Violence Leave

Leave benefits listed herein shall be accrued and administered in accordance with provisions contained in the City's Personnel Policy and Procedures Manual, Section 5 Benefits and in accordance with WHPD General Order 22.1 (Compensation, Benefits and Conditions of Work).

Subject to eligibility and leave benefit accrual, Bargaining Unit employees also will be permitted to participate in the City's established Sick/Personal Leave Benefit Option (Sick Buy-Back) and Sick Leave sharing programs.

During the term of the Agreement, should the City deem it necessary to make improvements in leave benefit programs identified above, and currently provided, either party may reopen the

contract for the purpose of negotiating said changes. If the parties fail to reach agreement, the dispute will be resolved through the statutory impasse procedure provided for by law.

ARTICLE 21

INSURANCE BENEFITS

Medical and Dental:

The Parties agree that elective health and dental insurance benefits will be administered in accordance with WHPD General Order 22.1 and City Policy. The PBA acknowledges that the medical and dental insurance plan, coverage and contributory rates charged by the City to employees for elective insurance coverage benefits are set by City of Winter Haven.

Life Insurance:

The parties agree that the City will provide all regular fulltime Bargaining Unit members with $10,000 worth of life and accidental death and dismemberment (AD&D) insurance at no cost to the member. Bargaining members may, at their expense, choose to acquire additional, optional life insurance in an amount equal to their annual salary rounded to the nearest thousand dollars, up to a maximum of $50,000 through the City Plan; members who elect optional life insurance through the City Plan will be charged a premium that will be payroll deducted.

At the City's expense, and in alignment with Florida Statutes 112.19 and 440.16, a combined total of $250,000 worth of additional life insurance which serves as an in-the-line-of duty death benefit will be acquired and maintained for actively employed Bargaining Unit members who meet State Minimum Law Enforcement Standards. In the event of an in line of duty death, benefits will be administered in accordance with established law, General Order and City policy provisions.

ARTICLE 22

EDUCATION ASSISTANCE AND RELATED INCENTIVE

The Parties agree that career development and continuing education initiatives will be administered in accordance with WHPD General Order 33.2 and City Personnel Policy and Procedures Manual Section 5.19 Educational Assistance.

Accordingly, non-probationary, regular fulltime Bargaining Unit members can apply for financial assistance to voluntarily pursue a college degree, obtain vocational training and certifications or acquire necessary continuing education units. Financial assistance approval is contingent upon job or job promotional relatedness; the specific coursework, training or certification chosen and whether it is expected to enhance an employee's job knowledge, skills, and abilities, and be of value to the City.

Employees desiring education assistance reimbursement/advancement shall, in advance of the program beginning, submit a City of Winter Haven Education Assistance application to Police Administration requesting approval for program participation. If approved, the application will be forwarded to Human Resources for processing in accordance with City policy and education assistance guidelines.

The award of financial assistance, along with any subsequent incentive pay, is dependent upon available funding and the member fulfilling certain terms and conditions related to continuity of employment, submittal of receipts, acquisition of a specified grade, at least a "B," etc.

ARTICLE 23

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this Article must be approved in advance by the City as being required by the employee to adequately perform the duties of his position.

Thereafter, an employee who, while on duty and acting within the scope of employment, and through no fault or negligence of their own, suffers the damage, destruction or loss of their watch, prescription glasses, or other personal property approved pursuant to the above paragraph will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

- The Agency has the option to decide whether a specific piece of property is repaired versus replaced;
- The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence; and
- The employee shall not be reimbursed more than the deductible if the item is covered by insurance.

An employee who wants to be reimbursed or have personal property repaired or replaced must:

1. File a written request and report detailing the circumstances under which the property was damaged, destroyed or lost; and
2. Document the amount expended to repair or replace such property.

After meeting the conditions described above, the City or designee shall authorize reimbursement not to exceed the following amounts:

- Watch – up to ($100)
- Prescription glasses not to exceed two hundred dollars ($200)
- Other Items - the City or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses

The City's obligation to reimburse Bargaining Unit members under this section shall not exceed five hundred dollars ($500) per Bargaining Unit member per annum.

ARTICLE 24

TRAVEL REQUESTS AND EXPENSES

Travel requests and expense practices shall be administered in accordance with the City's established Accounting procedures which may be amended from time to time. Any Bargaining Unit member who anticipates the need to travel outside of the county for a public purpose, especially in the case of overnight travel, must in advance prepare and remit to Police Administration the appropriate travel request forms. If the travel is authorized by the Police Chief, designee and the City Manager, reimbursement of travel expenses will be considered and limited to the following:

- Registration fees, if applicable
- Meals plus gratuities at authorized per diem rates
- Motel/Hotel expenses for single occupancy only unless two City employees on approved travel share a room
- Other travel related expenses approved by the City

As a general rule and when available, Bargaining Unit members will utilize agency issued vehicles for official travel when going out of town, in which case mileage will not be reimbursed. In the event circumstances warrant the Bargaining Unit member driving a privately-owned vehicle (POV), the reimbursement of mileage at the established, authorized rate will be reimbursed to the member.

All authorized travel reimbursement will be for receipted expenditures only accompanied by the proper forms and will be processed according to established accounting procedures.

ARTICLE 25

AGENCY ASSIGNED VEHICLES

Agency assigned vehicles and Bargaining Unit member use, care, custody and control of said vehicles shall be in accordance with General Order 16.4.

Bargaining Unit members who apply, meet the eligibility requirements and are assigned a City take-home vehicle will not be assessed a fee for the use of said vehicle provided the Bargaining Unit member resides within Polk County. Members who reside outside of Polk County may elect to participate in the take-home vehicle program if their county of residence is contiguous to Polk County and is within a one hour driving distance of the City of Winter Haven but will be charged a flat rate of $30 dollars bi-weekly for use of the vehicle. This flat rate shall be charged through payroll deduction.

The agency assigned vehicle may be used solely for official business, and extra-duty law enforcement employment; while operating the vehicle, the member shall be armed, monitoring their radio, and available to respond to emergencies. Personal use of the vehicle shall be restricted to use of the vehicle to and from classes and running errands which fall along the member's route to or from work, or during the member's travels while on duty.

Members who are on-call may use their assigned vehicle with no restrictions on personal use, within Polk County only, and only during the shift they are on-call. However, this extension of personal use applies only to the member; non-WHPD employees may not be transported.

Assigned vehicle privileges may be suspended or terminated at the discretion of the Chief of Police or designee and/or for a Bargaining Unit member's violation of any of the provisions of this Article, General Order 16.4, or City policy.

ARTICLE 26

INTERNAL INVESTIGATIONS

The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment.

Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Sections 112.532, 112.533, 112.534 and 112.536 Florida Statutes.

The parties agree that all internal investigations will be conducted in accordance with WHPD General Order number 26.1 (Disciplinary Procedures) and 52.1 (IA).

ARTICLE 27

DISCIPLINE AND DISCHARGE

The City shall have the ability to discharge any new hire probationary employee for any reason whatsoever. Such discharge shall not be subject to the Grievance Procedure provision of this Agreement.

The City may impose discipline, progressive or otherwise, or discharge any employee for any offense or violation of any City or department policy, rule, or regulation. Further, the City expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Florida State Statutes 112.532, 112.533, 112.534 and 112.536.

The parties agree that for the purpose of progressive discipline, previous incidents may be considered as long as the previous incidents occurred within twenty-four (24) months of the current incident.

The City shall endeavor to complete all disciplinary investigations as expeditiously as possible and shall, within thirty (30) days following the completion of an investigation, determine the disciplinary action, if any, that it proposes to administer.

All disciplinary appeals will be conducted in accordance WHPD General Orders 1.2 (Professional Conduct and Responsibilities), 26.1 (Disciplinary Procedures), 52.1 (Internal Affairs) and the appeals process provided for under the Laws of Florida, Chapter 86-342.

If an employee grieves a discipline, unless otherwise required by law, documents reflecting said discipline shall not be placed in the employee's personnel file until the Grievance Procedure, through Arbitration, has concluded.

Excepting progressive discipline and annual performance evaluation reviews, and without limiting the ability of the City to rely on prior offenses occurring within four (4) years of the offense at

issue as evidence in Arbitration proceedings, no employee shall be double disciplined for the same act or offense.

Discipline must be for just cause. At an Arbitration hearing, if the City proves by a preponderance of evidence submitted through testimony and/or documentary evidence that the employee has violated any City or department policy, rule, or regulation, the City shall be deemed to have satisfied its initial burden of proving just cause for the particular punishment imposed by the City and the burden will shift to the employee and/or PBA to rebut the City's proof of just cause.

The employee and/or PBA may then produce evidence as to why just cause for the discipline imposed does not exist under the particular circumstances of the case by showing that (1) the employer did not conduct a thorough investigation prior to disciplining the employee, or (2) the employer has treated similarly situated employees in a disparate manner, or (3) the degree of discipline administered by the employer was not reasonably related to the seriousness of the employee's proven offense.

ARTICLE 28

GRIEVANCE PROCEDURE

Any claim by an employee, group of employees, or the PBA that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or any document incorporated herein by reference, shall be processed as a Grievance, with the exception that probationary employees and the PBA on their behalf may not file a grievance related to their discipline and/or discharge.

An employee may be accompanied by a PBA representative at each step of the Grievance procedure; however, nothing in this Article shall require the PBA to process Grievances from and on behalf of employees who are not dues-paying members.

Grievances shall be presented as set forth below:

Step 1. Within fifteen (15) business days from the time the employee or the PBA could have reasonably known of the occurrence giving rise to a Grievance, the employee and PBA representative (if applicable) shall first informally discuss the Grievance with the employee's immediate supervisor and/or the person at the next level in the chain of command. The supervisor shall reach a decision and communicate it to the employee and PBA fifteen (15) business days after the informal discussion occurs.

Step 2. Within fifteen (15) business days of the decision being communicated, if the employee and PBA are not satisfied the Grievance shall be presented in writing to the Public Safety Director and/or Deputy Police Chief. Fifteen (15) business days after receiving the written Grievance the Public Safety Director and/or Deputy Police Chief shall meet with the employee and PBA representative, and issue a written determination regarding the Grievance.

Grievances arising from suspensions for more than one (1) day will initiate at Step 2 and time limits prescribed therein shall apply.

Step 3. Within fifteen (15) business days of the Step 2 reply being issued, if the employee and PBA are not satisfied the Grievance shall be presented to the City Manager. Fifteen (15) business days after receiving the written Grievance, the City Manager or his designee shall meet with the employee and PBA and endeavor to reach an adjustment of the Grievance. A written answer shall be presented to the employee and PBA within fifteen (15) business days of the meeting with the City Manager or designee occurring.

Grievances relating to internal promotions and/or terminations will initiate at Step 3 and time limits prescribed therein shall apply.

If the employee and/or PBA are not satisfied with the Step 3 outcome, the PBA may proceed to Arbitration in accordance with the terms specified within this Agreement.

If at any time in the above described procedure the City does not respond within the prescribed time limits, the Grievance shall automatically proceed to the next step. If the employee and/or PBA do not adhere to the time limits set forth herein, the Grievance will be deemed dropped and will not be actionable.

The Association is authorized by the members covered in this agreement to enter into the settlement of grievance disputes on their behalf.

Time limits in this Grievance Procedure Article may be extended upon mutual, documented (i.e. written) consent of the parties.

Nothing in this Article precludes an employee from electing to use the City's Appellate Process procedure. However, once the choice is made, the employee cannot use both procedures for one set of facts and circumstances.

PBA representatives may investigate or otherwise handle Grievances during working time, as long as there is no unreasonable interference with the operational needs of the City. However, the City

shall not be obligated to pay employees for time spent in preparing for or attending Arbitration proceedings as articulated within this Agreement.

No employee shall suffer any retaliation for exercising their rights under this Agreement Article.

ARTICLE 29

ARBITRATION

In the event a Grievance has not been settled under the Grievance Procedure Article in this Agreement, the PBA shall have the right to Arbitrate said Grievance as herein provided:

1. A demand for Arbitration shall be made in writing within thirty (30) calendar days from and after receiving the City Manager's (or designee's) answer.

2. Within ten (10) business days of either party requesting Arbitration the parties may mutually agree on the selection of an Arbitrator. In the event that the parties cannot mutually agree on the selection of an Arbitrator within ten (10) business days of the Arbitration request, the party seeking Arbitration shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list, with the PBA striking first, and the remaining name shall be the Arbitrator.

3. The Arbitrator shall promptly conduct the hearing on the Grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties. In addition:

    a. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

    b. The Arbitrator shall have no authority to determine any issue not expressly submitted to the arbitrator.

    c. The Arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement at issue in the Grievance.

4. The Arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

    a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at the regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the Grievance under consideration and in no event more than the time limits permitted for initiation of the Grievance.

    b. The award shall not exceed the actual loss to the grievant, will not include non-economic compensatory or punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

In the event issues of arbitrability of the Grievance arise, the Arbitrator shall hear the issues of arbitrability before proceeding to the merits of the case. However, there shall be only one proceeding, unless otherwise requested by the Arbitrator, and the issues of arbitrability of the Grievance and merit shall not be bifurcated into two separate proceedings.

The costs of the Arbitrator and of the Arbitration, including a court reporter and any transcript of the Arbitration, shall be borne equally by both parties.

ARTICLE 30

STRIKES AND LOCKOUTS

The PBA agrees that during the life of this Agreement there shall not be any strikes within the meaning of Section 447.203(6) Florida Statutes, including sympathy strikes, honoring of picket lines, the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or in response to a City filed charge of an Unfair Labor Practice. This provision shall not be construed to prohibit activities that are legally protected.

The City agrees during the life of this Agreement that it will not lock out employees from reporting to work.

It is the intent of the parties that either may have full and immediate resort to the courts to secure enforcement of this Article. Therefore, upon proof of a violation of this Article, any court of competent jurisdiction may issue a temporary restraining order and/or an injunction enforcing this Article as the parties agree any violation of this Article would and will cause irreparable injury.

ARTICLE 31

LAYOFF AND RECALL

The City shall notify the PBA no later than thirty (30) days prior to any decision to lay off any employee covered under this Agreement.

Employees shall be laid off in the inverse order of departmental seniority, except as limited below.

The City shall consider, but not be bound by, the following factor:

- Prior formal education and certifications relevant to the job.

If the foregoing factor is deemed substantially equal between two or more employees, date-of hire seniority will control.

Employees will be selected for recall based upon prior formal education, certifications, and departmental seniority.

ARTICLE 32

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, it is understood that both the City and PBA waive their right to modify, amend, or add to the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties. However, amendments to this Agreement, if mutually agreed to by both parties hereto, may be made at any time, provided such amendments are reduced to writing, signed by the authorized representatives of the parties and submitted to ratification as required by law.

ARTICLE 33

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 34

WINTER HAVEN POLICE OFFICERS' PENSION PLAN
MUTUAL CONSENT FOR USE OF STATE PREMIUM TAX REVENUES

The parties acknowledge that an election by the Winter Haven Police Officers' Pension Plan membership was held from March 8, 2016 to March 15, 2016 to determine the use of State Monies as it relates to the Police Officers' Pension funding. The members of the Plan voted to allow the City to use the Reserve State Monies to pay down the Unfunded Actuarial Liability and to use future State Monies to fund the benefits that are currently in place.

Pursuant to Chapter 2015-039, Florida Statutes, the parties to this agreement Mutually Consented to utilize all available Florida Statutes Chapter 185 State Premium Tax Revenues, including any and all monies in the Excess State Monies Reserve and any and all future State funding attributable to the Winter Haven Police Officers' Pension Plan.

ARTICLE 35
EMPLOYEE COMPENSATION AND WAGES

Compensation for members of the bargaining unit will be administered in accordance with City Policy and WHPD General Order Number 22.1 (Compensation, Benefits and conditions of work). The Association agrees to support the City's goal of paying all overtime in lieu of granting compensatory leave, unless the budget precludes payment of overtime. Any other time or leave taken will not be considered hours worked for the purposes of overtime computation.

The Performance Compensation Step Plan (Plan) was established October 1, 2021, and shall remain in effect throughout the duration of this Agreement. The Plan provides all City employees an opportunity to achieve a pay adjustment to the next step within the pay grade if the employee receives a satisfactory performance evaluation or better. The adjustment would occur on the employee's anniversary date. Should an employee not achieve a satisfactory performance rating or better, the employee will be placed on a Performance Improvement Plan (PIP) and will not be eligible for a pay adjustment to the next step within the pay grade until their next anniversary date, assuming the employee completes the PIP requirements.

When an employee receives a PIP, the employee will be placed on a six (6) month probationary period and advised of their performance deficiencies and be provided a plan of action to aid in achieving a satisfactory, or better, performance evaluation. During the six (6) month probationary period, the employee will be re-evaluated, and if at the end of the six (6) month probationary period the employee has received a satisfactory evaluation, the employee will be released from probation but will not receive a pay adjustment. If the employee has not fulfilled the PIP and does not receive a satisfactory evaluation at the end of the six-month probationary period, the employee may be dismissed.

The following demonstrates what the Plan's pay adjustment will be for the next three years:

Fiscal Year 24/25	2.5% Employee Pay Adjustment
Fiscal Year 25/26	2.5% Employee Pay Adjustment
Fiscal Year 26/27	2.5% Employee Pay Adjustment

On each five (5) year increment anniversary, the employee will have a performance-based opportunity to receive a 3.5% pay adjustment for that year only then return to the normal performance-based step schedule.

Section 1 – New Officers

Effective October 1, 2024, the starting salary for the position of a Police Officer shall increase by $3,016 annually. The hourly increase shall reflect the number of hours scheduled to work and the number of hours of the twelve (12) observed holiday benefit (Article 14). (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total of 2,328 hours. $3,016 / 2,328 = $1.30 / hour increase, for a new hourly rate of $26.08.)

Effective October 1, 2024, the starting salary for a newly promoted Police Sergeant shall increase by $3,224 annually. The hourly increase shall reflect the number of hours scheduled to work and the number of hours of the twelve (12) observed holiday benefit (Article 14). (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total 2,328 hours, $3,224 / 2,328 = $1.39 / hour increase, for a new hourly rate of $32.75 / hour.) (Rounding up for the benefit of the employee)

Section 2 – Incumbent Staff

Effective October 1, 2024, all full-time incumbent Sergeant and Officers shall receive an annual wage increase in the amount of $3,224.

Sergeants and Officers assigned to Patrol who work a bi-weekly schedule of eighty-four (84) hours per pay period, shall receive an hourly increase of $1.39, which includes the twelve (12) observed holiday hour benefits of one hundred forty-four (144) hours annually. (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total of 2,328 hours. $3,224 / 2,328 = $1.39 / hour increase.)

Sergeants and Officers assigned to Detectives and Motors who work a bi-weekly schedule of eighty-two and a half (82.5) hours per pay period, shall receive an hourly increase of $1.50 which includes the twelve (12) observed holiday hour benefits of ninety-nine (99) hours annually. (Detectives and Motors are scheduled to work 2,145 annual hours, which includes the 99 annual observed holiday hours, for a total of 2,145 hours. $3,224 / 2,145 = $1.50 / hour increase.)

Section 3 – Additional Compensation

1. Bargaining Unit members who are assigned as Field Training Officers/Sergeants shall be compensated at the rate of $25 for each Daily Observation Report (DOR) completed. This shall be a flat rate and will factor into a member's overtime.

2. Shift Differential is established for bargaining unit members. Members assigned to a patrol night shift schedule shall receive $80.00 per fourteen (14) day pay period. Shift differential shall be a flat rate and will factor into a member's overtime. Members will earn shift differential while on approved leave.

3. Members assigned to the canine will be afforded a pay differential as follows:

    1. October 1, 2024, to September 30, 2025, $136.50 paid bi-weekly
    2. October 1, 2025, to September 30, 2026, $147.00 paid bi-weekly
    3. October 1, 2026, to September 30, 2027, $157.50 paid bi-weekly.

    These rates shall be a flat rate and will factor into a member's overtime.

ARTICLE 36

PROMOTIONS

The promotional process shall be in accordance with WHPD General Order 34.1.

Sergeant:

The eligibility requirements to test for promotion to Sergeant are:

A. A minimum of five (5) years as a full-time law enforcement police officer with the WHPD. The Chief may grant a waiver of service time for employees who will fulfill the service requirement within the validity of the eligibility list.
B. Hold an Associate's Degree from an accredited college or university or possess a minimum of thirty (30) college credit hours towards an Associate's Degree and obtain an Associate's degree, or obtain sixty (60) college credit hours towards a Bachelor's degree or higher, from an accredited university or college within thirty-six (36) months after promotion. A Bachelor's degree is preferred.
C. If the Bargaining Unit member fails to obtain the sixty (60) college credit hours towards a Bachelor's Degree or higher or obtain an Associate Degree within thirty-six (36) months after promotion, the Bargaining Unit member MUST be demoted by the Chief. There are no waivers for this section.
D. Cannot be on disciplinary probation at the time of the testing process.
E. Completion of a FDLE CJSTC Line Supervision Course, or equivalent.
F. Active certification in law enforcement at the time the promotional exam is given.

Chief's Discretion:

The parties agree the Chief may make exceptions to the eligibility requirements listed in Item A in the above section if doing so would favor the employee.

Eligibility Lists:

Eligibility lists shall be valid for a period of two (2) years from the date the evaluation process is completed and official scores are released. If there are less than five (5) eligible persons remaining on the list, the City may call for another promotional process. Individuals who are still on the current eligibility list may choose to either participate in the new promotional process or request that their names be carried over to the new eligibility list. However, a carryover may occur only one time.

ARTICLE 37

DURATION – MODIFICATION - TERMINATION

Term:

This Agreement, upon its ratification by all appropriate parties, shall become effective on October 1, 2024, and shall remain in full force and effect until 12:00 o'clock midnight on the 30th day of September 30, 2027.

Prior to October 1, 2025 and 2026, the parties agree to reopen the Agreement for the purpose of negotiating wages and up to two (2) articles.

Notices:

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the attention of the City Manager at P.O. Box 2277, Winter Haven, Florida 33883-2277. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

Emergencies:

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this ( ) day of _____, 2024.

FLORIDA POLICE BENEVOLENT ASSOCIATION, Inc.

By: _____
George Corwine
Chief Labor Negotiator

Date: _____

CITY OF WINTER HAVEN, FL

By: _____
T Michael Stavres
City Manager

Date: _____

DATE: August 12, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Recommendation of Award, ITB 24-36, Winterset Water Treatment Plant Security Fence Replacement

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BACKGROUND

On July 11, 2024, the City of Winter Haven issued an Invitation to Bid, ITB 24-36, Winterset Water Treatment Plant Security Fence Replacement. A public bid opening was held August 2, 2024 with six proposals received. North River Fence, LLC (Palmetto, FL), was the lowest responsive/responsible bidder meeting all of the requirements for construction of the project. A Recommendation of Award was posted August 5, 2024 with no protest received in response.

The existing perimeter fence at the Winterset Water Treatment Plant (WTP) has reached its end of useful life and is no longer effective at securing the facility at the WTP. The Water Department's 2020 Risk and Resiliency Assessment included a recommendation for replacement.

FINANCIAL IMPACT

The total cost for replacement of the security fence is $51,400 and is detailed in FY23/24 in account 402-08-301-4605 for Risk and Resiliency Projects. A construction duration of 30 days is anticipated.

RECOMMENDATION

Staff recommends the City Commission award North River Fence, LLC the Winterset Water Treatment Plant Security Fence Replacement project and authorize the City Manager, or his designee take any and all actions necessary thereto.

ATTACHMENTS

- RFQ-24-36 Bid Tab Sheet
- RFQ-24-36 Recommendation of Award

ITB-24-36
August 2, 2024
City of Winter Haven
Tabulation of Bids

Winterset WTP Security Fence Replacement

Item	Quantity	Description	Bidder No 1 North River Fence, LLC Palmetto, FL	Bidder No 2 Straightline Fencing LLC St. Cloud, FL	Bidder No 3 Fence Central Winter Haven, FL
			Costs	**Costs**	**Costs**
A	1	Total Proposed Costs:	$51,400	$55,220	$63,814
		Total Costs:	**$51,400**	**$55,220**	**$63,814**

****Mathmatical Error Corrected in Amount****

Prepared by: BethanyOwen

Date: August 5, 2024

ITB-24-36
August 2, 2024
City of Winter Haven
Tabulation of Bids

Winterset WTP Security Fence Replacement

Item	Quantity	Description	Bidder No 4 My Fence Company LLC Lakeland, FL	Bidder No 5 JCR Construction & Services LLC Lakeland, FL	Bidder No 6 E. Gomez Construction Hialeah, FL
			Costs	**Costs**	**Costs**
A	1	Total Proposed Costs:	$67,385	$71,789.65	$75,260
		Total Costs:	**$67,385**	**$71,789.65** ****Mathmatical Error Corrected in Amount****	**$75,260**

Prepared by: BethanyOwen

Date: August 5, 2024

City of Winter Haven
Financial Services

AUGUST 5, 2024

To: All firms submitting proposals

Subject: Recommendation of Award

Dear Bidder:

City of Winter Haven staff has recommended the award of ITB-24-36, Winterset Water Treatment Plant Security Fence Replacement to North River Fence, LLC , as the lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, I can be reached via email at procurement@mywinterhaven.com or by telephone at 863.298.5556.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

DATE: August 8, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Director of Economic Opportunity and Community Investment

SUBJECT: Joinder and Consent to Permanent Lift Station Easement Agreement

BACKGROUND

Blue Winter Haven, LLC, owner of the Florence Place Apartments, previously granted Six/Ten, LLC, owner of an adjacent parcel, access to a lift station located upon Blue Winter Haven, LLC's parcel.

Pursuant to the development and construction of the Florence Place Apartments, a new lift station was constructed. Blue Winter Haven, LLC desires to grant a Permanent Lift Station Easement to Six/Ten, LLC, allowing Six/Ten, LLC access to the newly constructed lift station, and thereby removing the old lift station.

As the City of Winter Haven provided a loan to Blue Winter Haven, LLC, secured by a mortgage, for the construction of the Florence Place Apartments, the City must agree to Join and Consent to any such permanent easement agreement and subordinate the mortgage to the terms and conditions of the easement.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the City Commission approve the Joinder and Consent to Permanent Lift Station Easement Agreement and authorize the City Manager to execute any and all documents necessary to facilitate same.

ATTACHMENTS

- Joinder and Consent to Permanent Lift Station Easement Agreement
- Permanent Lift Station Easement Agreement

JOINDER AND CONSENT TO
PERMANENT LIFT STATION EASEMENT AGREEMENT

WHEREAS, THE CITY OF WINTER HAVEN, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**"), being the holder of that certain MORTGAGE, dated as of January 11, 2023, from BLUE WINTER HAVEN, LLC, a Florida limited liability company ("**Borrower**"), to the City, to secure the payment of a loan in the original principal amount of FOUR HUNDRED SIXTY AND NO/100 DOLLARS ($460,000.00), and recorded on January 12, 2023 in Book 12549, Page 1777 of the Public Records of Polk County, Florida (the "**Public Records**") (the "**Mortgage**"); and as affected by that certain SUBORDINATION AND INTERCREDITOR AGREEMENT (FIRST MORTGAGE), by and between Borrower, the City, NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation, and SOUTHSTATE BANK, N.A., a national banking association, as senior lender, recorded on January 12, 2023 in Book 12549, Page 1809 of the Public Records (the "**Subordination**"), does hereby join in and consent to that certain Permanent Lift Station Easement Agreement, dated as of _____, 2024, by and between Borrower and SIX/TEN LLC, a Florida limited liability company, recorded on _____, 2024, in Book _____, Page _____ of the Public Records (the "**Easement**"), for the purpose of subordinating the Mortgage and Subordination to all terms and conditions of the Easement.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____, 2024.

WITNESSES:

_____
Name:
_____

_____
Name: _____

THE CITY:

CITY OF WINTER HAVEN, FLORIDA, a municipal corporation organized and existing under the laws of the state of Florida

By: _____
Name: _____
Title: _____

Approved As To Form:

_____
_____, City Attorney

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2024, by _____, as _____ of the City of Winter Haven, Florida, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of the municipal corporation. He/she is ☐ personally known to me or ☐ has produced _____ _____ as identification.

[SEAL]

_____
Notary Public, State of Florida
My Commission Number:_____
My Commission Expires:_____

This instrument prepared by
and Record and Return to:

Melissa N. VanSickle
Nelson Mullins Riley & Scarborough, LLP
215 S. Monroe Street, Suite 400
Tallahassee, Florida 32301

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

PERMANENT LIFT STATION EASEMENT AGREEMENT

THIS LIFT STATION EASEMENT AGREEMENT ("**Agreement**") is made and effective this day of _____, 2024 ("**Effective Date**"), between BLUE WINTER HAVEN, LLC, a Florida limited liability company, company, and its successors and assigns, whose address is: 180 Fountain Parkway North, Suite 100, St. Petersburg, Florida 33716 ("**Grantor**"), and SIX/TEN LLC, a Florida limited liability company, and its successors and assigns, whose address is 56 4th Street N.W., Suite 200, Winter Haven, Florida 33881 ("**Grantee**"). Grantor and Grantee are sometimes collectively referred to herein as the "Parties."

R E C I T A L S

WHEREAS, Grantor is the owner of that certain parcel of real property located in Polk County, Florida, being more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein ("**Grantor Parcel**").

WHEREAS, Grantee is the owner of certain parcel of real property located in Polk County, Florida, being more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein ("**Grantee Parcel**"), which is adjacent to, and contiguous with, the Grantor Parcel.

WHEREAS, the Grantee Parcel and Grantor Parcel are sometimes collectively referred to herein individually as a "**Parcel**," or collectively as the "**Parcels**," which Parcels are adjacent to the other.

WHEREAS, Grantor provided Grantee access to a lift station ("**Original Lift Station**") located on Grantor's Parcel pursuant to that certain Temporary Lift Station Easement Agreement between the Parties dated January 11, 2023, and recorded January 12, 2023, in the Official Records of the Polk County Recorder's Office in Official Records Book 12549, Page 1674 ("**Temporary Easement**").

WHEREAS, Grantor has constructed a new lift station ("**Lift Station**") located on Grantor's Parcel and desires to provide access to Grantee, simultaneously with the effective date hereof terminate the Temporary Easement and remove the Original Lift Station.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

ARTICLE I
CREATION AND USE OF EASEMENTS

1.1 Incorporation. The above Recitals are hereby incorporated herein as if fully set forth in

this Section.

1.2 Grant of Easement. Subject to the terms and conditions of this Easement, Grantor hereby grants to Grantee, its successors and assigns, the following easements:

a. Lift Station Easement. A non-exclusive easement and right of use, for the benefit of the Grantee, over, under, upon, and across the real property described in Exhibit "C" attached hereto and made a part hereof ("**Easement Area**") for the operation, repair and maintenance of all utilities, piping, conduit and other facilities (collectively, the "**Facilities**") necessary to connect wastewater transmission facilities serving the Grantee Parcel to the Lift Station (the "**Lift Station Easement**"); and

b. Access Easement. A non-exclusive easement and right of use, for the benefit of Grantee over, under, upon and across the Easement Area for the purposes of vehicular and pedestrian access, ingress and egress and for the operation of the Lift Station Easement (the "**Access Easement**").

The Lift Station Easement and Access Easement and the rights provided by each, are hereinafter collectively referred to as the "**Easement**".

1.3 Duration of Easement. The Easement shall be perpetual and shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the Parties (the "**Term**").

1.4 Maintenance and Cost Sharing.

a. Grantor shall maintain, in good condition and repair, the Lift Station and all Facilities constructed within the Easement Area for the purpose of Grantor and Grantee connecting to and utilizing the Lift Station for the benefit of the Grantee Parcel and improvements thereon and in accordance with all applicable laws, permits, ordinances, and governmental rules and regulations. Grantee shall reimburse Grantor its proportionate share of the reasonable costs and expenses associated with the maintenance and repair of the Lift Station. The Grantee's proportionate share shall be equal to fifteen percent (15%) of said costs and expenses (the "**Grantee Property Proportionate Share**"). Grantee shall reimburse Grantor the Grantee Property Proportionate Share within 30-days of receipt of an invoice setting forth the amount due with supporting invoices or documentation evidencing the work performed by (or on behalf of) Grantor. If Grantee fails to reimburse Grantor for the Grantee Property Proportionate Share within thirty (30) days after demand therefore, then interest shall accrue on the unpaid amount at the rate of ten percent (10%) per annum (and same shall be payable to Grantee by Grantor) until actually paid by Grantee.

b. In the event Grantee harms the Grantor Property or the Lift Station during Grantee's use of the Easement Area, Grantee shall, at its sole cost and expense, restore the Grantor Property to its original condition, to the extent reasonably feasible. Notwithstanding the foregoing, Grantor shall repair, or cause to be repaired, any damage to said Easement Area or the Facilities that results from Grantor's misuse or any negligent act of Grantor in connection with the same. Grantee shall be solely responsible for any injury to property or persons resulting

from Grantee's use of the Easement Area and shall hold Grantor harmless therefrom.

c. Grantee shall repair, or cause to be repaired, any damage to the Lift Station that results from Grantee's misuse of the Lift Station or by any negligent act of Grantee in connection with the same.

1.5 Reserved.

1.6 No Barriers or Impediments. Neither Party shall interfere with each other's or their successors' ownership, development, use and operation of any portion of the Easement Area, within their respective parcel, and each Party retains the right to use that portion of the Easement Area within their respective Parcel for all purposes not inconsistent with this Easement.

ARTICLE II
INSURANCE, INDEMNIFICATION AND RESTORATION

2.1 Insurance: Indemnification; and Assumption of Risk.

(a) Each Party hereto shall maintain comprehensive public liability insurance against liability for (i) personal injury or death and property damage of not less than $2,000,000 combined single limit bodily injury or death and (ii) property damage per occurrence of $2,000,000 in the aggregate and shall name the other Party as an additional insured and shall provide the other Party with evidence of insurance prior to entry upon the Easement Area.

(b) Each Party agrees: (A) to keep the Easement Area and the other's Parcel free from mechanics liens or similar claims arising out of any activities hereunder, and (B) to indemnify, defend and hold the other harmless from and against such mechanics liens and claims, and shall indemnify, defend and hold the other Party, and their members, principals, beneficiaries, partners, officers, directors, employees, mortgagees, affiliates and agents and their respective successors and assigns ("**Related Parties**") harmless from and against all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses (each, a "**Claim**"), including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by or asserted against either Party and arising out of or in connection with (i) any breach of this Agreement; (ii) any damage or injury to persons or property occurring on or about each Party's Parcel or the Easement Area as a result of any acts or omissions (including violations of law) of either Party or Related Parties; (iii) any activity conducted by either Party on the other's Parcel or the Easement Area. Notwithstanding the foregoing, neither Party shall have the obligation to indemnify, defend or hold the other Parties harmless, from and against any Claims to the extent such Claim is caused by or arises out of: (I) any negligence of the other Party or Related Parties, or (II) the presence of hazardous substances and petroleum products in, on, or under the other Parties' Parcel or the Easement Area not caused by such Party or their Related Parties.

(c) Each Party, on behalf of itself and its respective insurers, hereby waives all rights of subrogation that it or its insurers may have against any of them under any property and casualty insurance policy or liability insurance policy carried by such party, if permitted by their respective insurance company. If and to the extent that applicable law permits a full waiver of claims between parties, then each Party waives all claims against each other and their respective partners, beneficiaries, trustees, officers, managers, directors, agents and employees for any loss, damage or injury to the extent

covered by insurance under this Agreement and notwithstanding the negligence of the person causing the loss.

ARTICLE III
DEFAULT; NO WAIVER

3.1 Default. Any monetary payment obligation shall be due and payable within five (5) days after written notice. If any party fails to perform any non-monetary obligation under this Agreement that is not cured with thirty (30) days after written notice from the non-defaulting Party to the defaulting Party, the same shall be deemed a default under this Agreement. Notwithstanding the foregoing, if the defaulting Party is diligently attempting to cure the same, and such work cannot be completed within such thirty (30) day period and provided that the defaulting Party diligently attempts to cure such default, and ultimately does cure such default within a reasonable period of time thereafter, the same shall not be deemed a default hereunder. If the defaulting Party fails to cure such default within the time periods proscribed herein, the non-defaulting Party may enforce such obligations, either at law or in equity, or other available relief, cure such default, and recover the actual and reasonable cost of curing such default, including recovery of reasonable attorney's fees and costs from the defaulting Party. All remedies provided herein, or at law or in equity, shall be cumulative and not exclusive. Failure to enforce any Agreement hereunder shall not be deemed to be a waiver of the right to do so thereafter.

3.2 No Waiver. The failure of any party to enforce any of the conditions, agreements or obligations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, agreements or obligations contained herein.

ARTICLE IV
MISCELLANEOUS

4.1 No Partnership. Nothing contained in this Agreement and no action by either party will be deemed to create the relationship of principal and agent or a partnership, joint venture, or any other association between the parties.

4.2 Easement Runs with Land. This Agreement and the easements created herein, and all rights and obligations in this Agreement shall run with, and be appurtenant to, the Easement Area and the Parcels, and until the termination hereof, shall be binding upon the Parties hereto and all present and future owners, lessors, lessees and permittees of the Easement Area, the Grantee Parcel, and Grantor Parcel as applicable. This Agreement shall inure to the benefit of all present and future owners, lessees and mortgagees of the Grantee Parcel.

4.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, Grantor and Grantee and their respective heirs, personal representatives, successors and assigns.

4.4 Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by the parties hereto.

4.5 Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns, and nothing herein, express or implied, shall give or be construed to give to any person or entity, other than the parties hereto, any legal or equitable rights hereunder.

4.6 Addresses for Notices. Any notice required or permitted to be given shall be in writing and may be given by: (a) hand delivery and shall be deemed given on the date delivered; (b) registered

or certified mail and shall be deemed given on the third (3rd) date following the mailing date; (c) overnight delivery and shall be deemed delivered the following day; or (d) by email transmission, and shall be deemed delivered on the date and time actually received by the recipient if prior to 5:00 p.m. Eastern time on a business day (otherwise, on the next succeeding business day). Notices shall be delivered as follows:

Grantee:	Six/Ten LLC 56 4th Street N.W., Suite 200 Winter Haven, Florida 33881 Attn: Carl J. Strang, III E-Mail: bstrang@sixtenllc.com
Grantor:	Blue Sky Communities LLC 180 Fountain Parkway North, Suite 100 St. Petersburg, Florida 33716 Attention: Shawn Wilson, Manager E-Mail: swilson@blueskycommunities.com

4.7 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties as to the subject matter herein.

4.8 Governing Law. This Agreement has been negotiated, executed and delivered within the State of Florida, and shall be construed, interpreted and applied in accordance with the laws of the State of Florida.

4.9 Costs of Enforcement. In any action to enforce this Agreement, collect damages or pursue other relief as a result of a breach hereof, whether in a court of law or equity, or otherwise, the prevailing party shall be entitled to collect all of its costs and expenses (whether legal or otherwise), including attorney's fees, the costs of investigation, settlement, expert witnesses, additional costs incurred in enforcing this Agreement or enforcing and collecting any judgment rendered hereon and interest at the highest rate permitted by law.

4.10 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to person of circumstances other than those to which it is held invalid, and in lieu of each such provision there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

4.11 Recordation. This Agreement may be recorded by either party in the real estate records of the County of Polk, State of Florida.

4.12 Non-Merger. It is the intention of the parties hereto that any rights and obligations created by this Agreement shall not terminate by merger of ownership interests in the Easement Areas and the Grantee Parcel.

4.13 Dedication of Easement Area. In the event all or a portion of the Easement Area is dedicated to the City in the future, the Easement shall be deemed released and extinguished upon the City's acceptance of such dedication. Notwithstanding the foregoing, Grantor shall coordinate with the City to ensure that Grantee will have the same rights of use and access regarding the Easement Area. Additionally, in the event either Party or the Citysubmit a written request for a release of the

dedicated property from encumbrance by the Easement, the Grantee shall cooperate to execute such reasonable documents as may be necessary to effectuate such release.

(*Signature on following page*)

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Print Name:_____
Witness Address: _____
_____

_____
Print Name:_____
Witness Address: _____
_____

GRANTOR:

BLUE WINTER HAVEN, LLC, a Florida limited liability company

By: Blue Winter Haven M, LLC, a Florida limited liability company, its manager

By:_____
Shawn Wilson, Manager

STATE OF FLORIDA

COUNTY OF _____

On _____, 2024, before me, _____, a Notary Public, personally appeared by means of □□ physical appearance or □□ online notarization, Shawn Wilson, 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 Manager of Blue Winter Haven M, LLC, the Manager of Blue Winter Haven, LLC, 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: _____

IN WITNESS WHEREOF, Grantee and Grantor have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Print Name:_____
Witness Address: _____
_____

_____
Print Name:_____
Witness Address: _____
_____

GRANTEE:

SIX/TEN LLC, a Florida limited liability company

By: _____
Name: Carl J. Strang, III
Title: _____

STATE OF FLORIDA

COUNTY OF _____

On _____, 2024, before me, _____, 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 _____ of Six/Ten LLC, 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:_____

EXHIBIT A

Grantor Parcel

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 feet; 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 110.06 feet; thence N.00°18'53"W., a distance of 268.03 feet; thence N.89°41'05"E., a distance of 18.96 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.

Containing 5.278 acres, more or less.

EXHIBIT B

Grantee Parcel

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 1,047.00 feet; thence S.00°27'32"E., a distance of 55.54 to the South right—of—way line of Avenue "T" feet for a POINT OF BEGINNING; thence S.89°54'43"E., along said South right—of—way line, a distance of 215.67 feet to a non—tangent point of curvature; thence Southwesterly 31.49 feet along the arc of a curve to the left, said curve having a radius of 20.15 feet, a central angle of 89°33'55", and a chord bearing and distance of S.44°52'53"W., 28.38 feet; thence along a line non—tangent to said curve, S.00°18'50"E., a distance of 187.44 feet to a non—tangent point of curvature; thence Southeasterly 36.13 feet along the arc of a curve to the left, said curve having a radius of 23.00 feet, a central angle of 90°00'39", and a chord bearing and distance of S.45°18'53"E., 32.53 feet; thence along a line non—tangent to said curve, N.89°41'05"E., a distance of 183.04 feet; thence S.00°18'53"E., a distance of 268.03 feet; thence S.89°48'03"W., a distance of 535.03 feet; thence N.02°18'28"E., a distance of 286.49 feet; thence N.89°35'22"E., a distance of 120.89 feet; thence N.00°27'32"W., a distance of 212.52 feet to the aforementioned South right—of—way line of Avenue "T" and a POINT OF BEGINNING.

Containing 4.343 acres, more or less.

EXHIBIT C

Easement Area

DESCRIPTION:

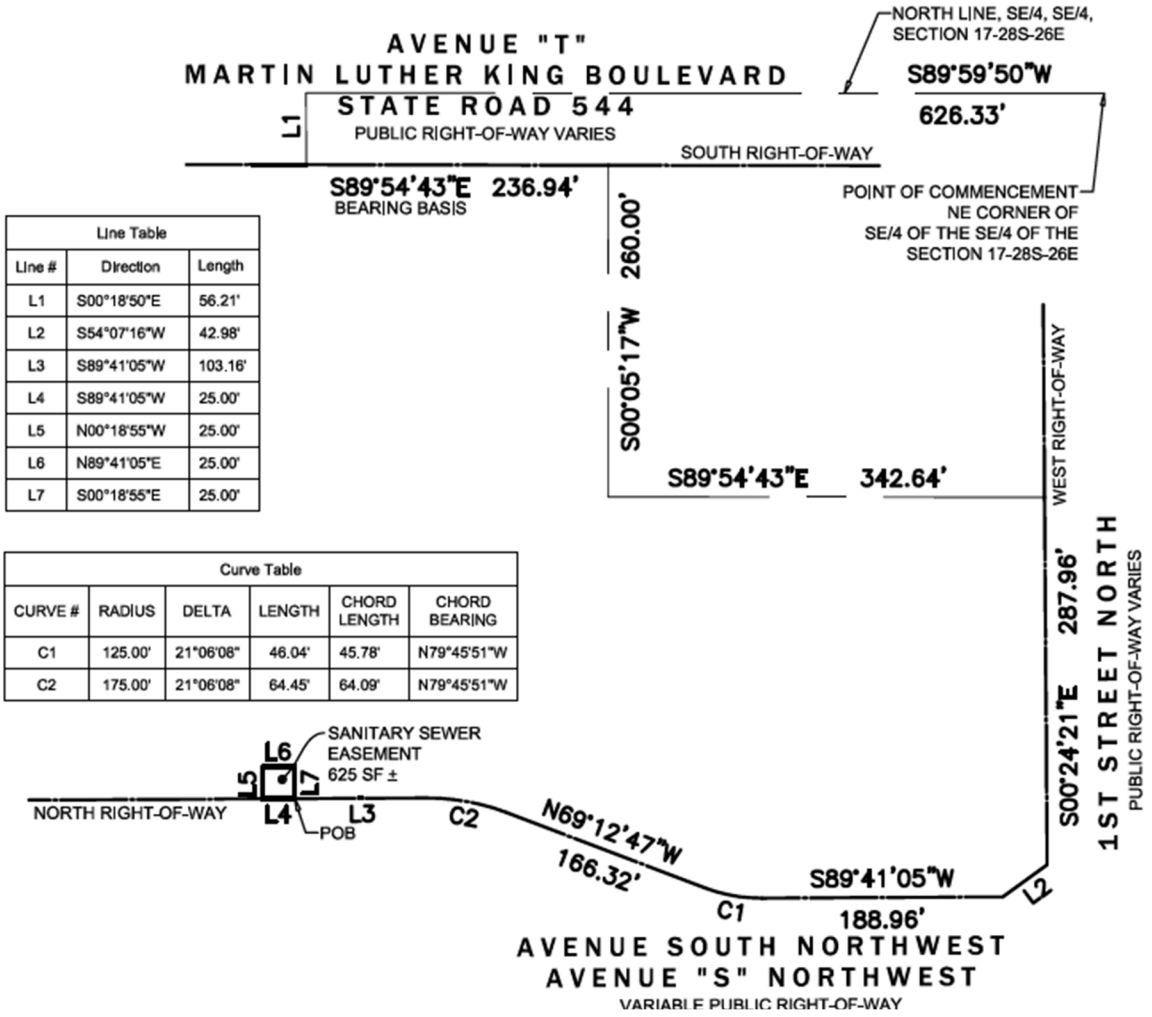
A PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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"; 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 103.16 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S.89°41'05"W., A DISTANCE OF 25.00 FEET; THENCE N.00°18'55"W., A DISTANCE OF 25.00 FEET; THENCE N.89°41'05"E., A DISTANCE OF 25.00 FEET; THENCE S.00°18'55"E., A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION: NOT A SURVEY

SECTION 27, TOWNSHIP 26 SOUTH, RANGE 17 EAST,
PASCO COUNTY, FLORIDA



Line Table		
Line #	Direction	Length
L1	S00°18'50"E	56.21'
L2	S54°07'16"W	42.98'
L3	S89°41'05"W	103.16'
L4	S89°41'05"W	25.00'
L5	N00°18'55"W	25.00'
L6	N89°41'05"E	25.00'
L7	S00°18'55"E	25.00'

Curve Table					
CURVE #	RADIUS	DELTA	LENGTH	CHORD LENGTH	CHORD BEARING
C1	125.00'	21°06'08"	46.04'	45.78'	N79°45'51"W
C2	175.00'	21°06'08"	64.45'	64.09'	N79°45'51"W

DATE: June 25, 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 & 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 League of Cities Legislative Policy Committee Meetings

Location: Orlando, FL

Dates: October 4, November 8 & December 5, 2024

Attendees: Mayor Birdsong, Mayor Pro Tem Yates, Commissioners Dantzler, Dollison and Mercer.

FINANCIAL IMPACT

Hotel, mileage, & per diem costs. Expenses associated with the travel and training outlined above will be accounted for within the Commission cost center.

RECOMMENDATION

Staff recommends the City Commission authorize travel for the participants listed above.

ATTACHMENT

- FLC Legislative Policy Committee Meetings information

From: Mary Edenfield <medenfield@flcities.com>
Sent: Monday, June 3, 2024 12:36 PM
Subject: 2024-2025 FLC legislative policy committee

The Florida League of Cities' legislative policy committees set the legislative platform for the League and Florida's 411 municipalities.

2024-2025 Meeting schedule:

- Meeting 1: Friday, October 4, 2024, from 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819 (hotel room block to be announced soon)
- Meeting 2: Friday, November 8, 2024, from 10:00 a.m. to 2:00 p.m. at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819 (hotel room block to be announced soon)
- Meeting 3: Thursday, December 5, 2024, from 10:00 a.m. to 12:00 p.m. during the FLC Legislative Conference at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819. The League will provide hotel room block information at a later date. The legislative priorities will be adopted during the Legislative Conference.

Below are the five legislative policy committees and their subject areas.

- Finance and Taxation Committee (formerly called the Finance, Taxation and Personnel Committee): This committee addresses general finance and tax issues, fees, assessments, infrastructure funding, local option revenues, pension issues, revenue sharing, franchise fees, communications services tax (CST), and ad valorem.– Mayor Pro Tem Yates
- Development, Code Compliance, and Redevelopment Committee (formerly called the Land Use and Economic Development Committee): This committee addresses development, redevelopment, housing, community planning, zoning, eminent domain, property rights, short-term rentals, code enforcement, building and fire code, building permitting, and concurrency management. Commissioner Dantzler
- Municipal Operations Committee (formerly called the Municipal Administration Committee): This committee addresses government operations, municipal service delivery, cybersecurity, technology, public safety, public meetings, public records, public property use and management, procurement, personnel, insurance, collective bargaining, workers' compensation, liability, and sovereign immunity. Commissioner Mercer
- Intergovernmental Relations, Mobility, and Emergency Management Committee (formerly called the Transportation and Intergovernmental Relations Committee): This committee addresses transportation, municipal roads, traffic safety, municipal airports, drones, vertiports, ports, telecommunications, broadband, use of public rights-of-way, parking, signage, emergency management, homelessness, charter counties, annexation, ethics for public officers and employees, elections, special districts, and general preemptions. Commissioner Dollison
- Utilities, Natural Resources, and Public Works Committee (no committee name change): This committee addresses coastal management, environmental permitting, hazardous and toxic wastes, recycling, solid waste collection and disposal, stormwater, wastewater treatment and reuse, water management, water quality and quantity, resiliency, brownfields, and municipal utilities. Mayor Birdsong

Mary Edenfield
Legislative Administrator
Florida League of Cities, Inc.
850.701.3624
www.flcities.com

FLC FLORIDA LEAGUE OF CITIES | LOCAL VOICES MAKING LOCAL CHOICES

DATE: August 16, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Director of Public Works
Dustin Everitt, Natural Resources Manager

SUBJECT: 2024-25 Resilient Florida Program Grant - Vulnerability Assessment

BACKGROUND

The Office of Resilience and Coastal Protection is currently seeking applications for resiliency grants via the Resilient Florida Program. These grants are designed to support community planning efforts aimed at identifying and addressing risks to critical infrastructure and assets from the growing threats of flooding, sea level rise, and increased precipitation due to global climate change. With this funding, the City of Winter Haven could develop a localized Vulnerability Assessment Plan that would update hydrologic and hydraulic modeling for flooding and other risk exposures and identify key risk areas within the community. A Vulnerability Assessment Plan will enhance Winter Haven's resilience against these environmental challenges, ensuring the long-term safety and sustainability of the community. In addition, having a Vulnerability Assessment in place makes the City competitive for other grant opportunities and programs for implementing projects to mitigate identified risks. The FY24-25 Resilient Florida Program grant portal is currently open for applications, closing on September 1st, 2024.

FINANCIAL IMPACT

There is no cost associated with applying for this grant, and no match is required if the project is funded. Staff anticipates seeking $350,000 in funding, which would cover the cost of performing a local vulnerability assessment.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to apply for the FY24-25 Resilient Florida Grant and take any further actions necessary thereto.

DATE: August 15, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-24-35: Request by Forestar (USA) Real Estate Group for final plat approval of the Harmony on Lake Eloise Phase 3A Subdivision. General Location: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision

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BACKGROUND

Forestar (USA) Real Estate Group, is requesting final plat approval for Harmony on Lake Eloise Phase 3A. The 33.19-acre subdivision tract is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision.

The subdivision contains no building lots and five (5) common lots consisting of stormwater retention, and open space. The subdivision also dedicates to the City, a 100-foot wide right-of-way for the realignment of West Lake Eloise Drive. All drainage conveyances and stormwater management areas will be maintained by the CDD.

A performance bond issued by Atlantic Specialty Insurance Company in the amount of $3,380,922.21 has been submitted to the City to cover the cost of remaining infrastructure items to be completed. Incomplete items include earthwork, final roadway construction, sanitary sewer, potable water, stormwater management, and engineering certification.

CONSISTENCY WITH FUTURE LAND USE AND ZONING

Harmony on Lake Eloise Phase 3A was developed according to the requirements contained in Planned Unit Development Ordinance O-16-12. The subdivision meets the minimum requirements established by this ordinance. Additionally, the subdivision is consistent with the adopted Residential-Suburban Future Land Use.

INFRASTRUCTURE

As this subdivision only dedicates right-of-way for West Lake Eloise Drive and common lots for open space and stormwater retention, there will be no impact on supporting infrastructure.

FINANCIAL IMPACT

There is no direct financial impact associated with this subdivision plat request. The West Lake Eloise Drive road realignment will be dedicated to and maintained by the City upon completion and certification. Over time the City will incur general maintenance and repair costs associated with an improved public Right-of-Way.

CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

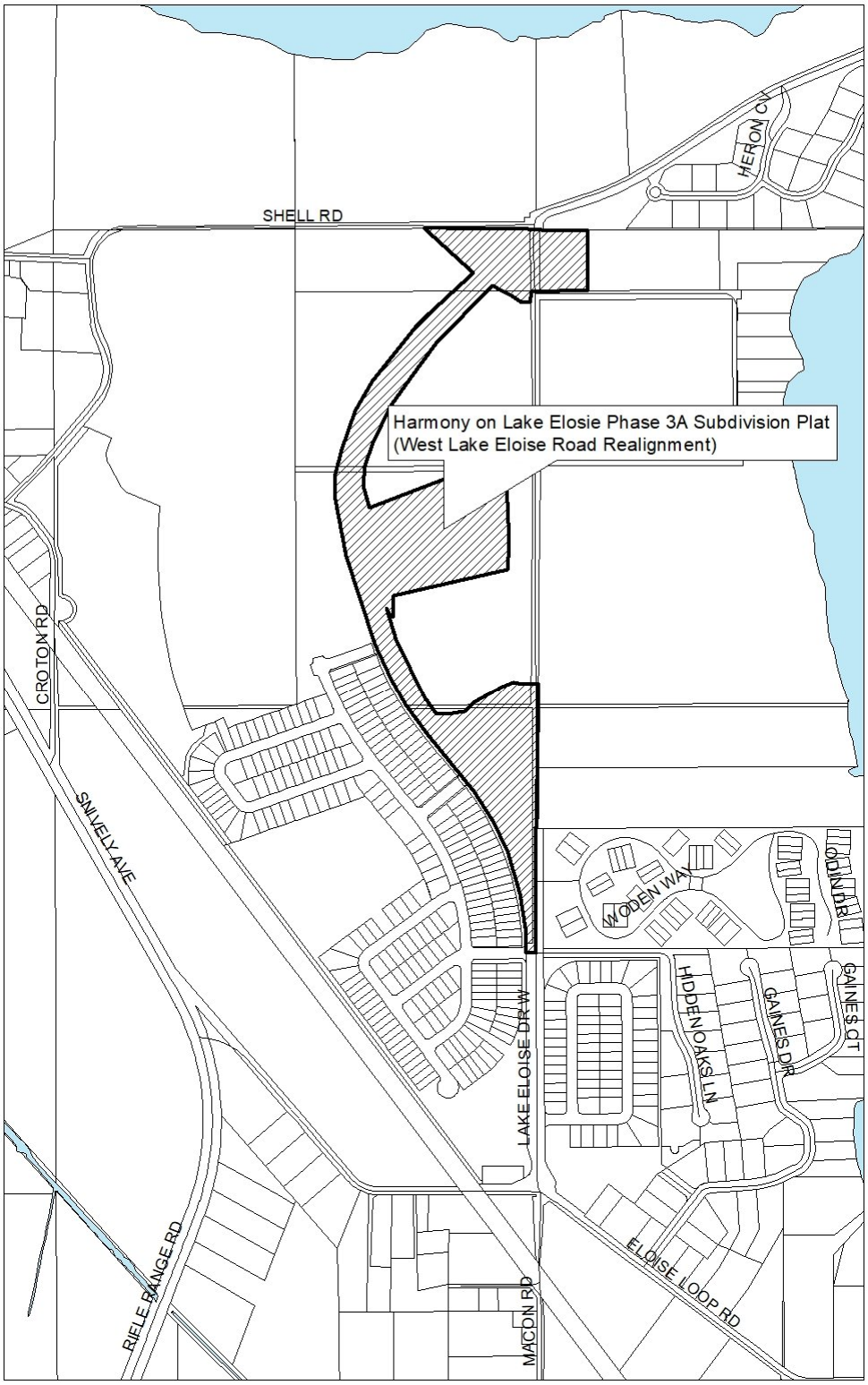
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-35.

ATTACHMENTS

- Location Map
- Resolution R-24-35

Location Map


Harmony on Lake Elosie Phase 3A Subdivision Plat
(West Lake Eloise Road Realignment)
SHELL RD
HERON CV
CROTON RD
SNIVELY AVE
WODEN WAY
OLDNOR CT
HIDDEN OAKS LN
GAINES DR
GAINES CT
LAKE ELOISE DR W
ELOISE LOOP RD
MACON RD
RIELE RANGE RD

Space for Recording

RESOLUTION R-24-35

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "HARMONY ON LAKE ELOISE PHASE 3A" FOR FILING AND ACCEPTANCE OF DEDICATIONS IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision and Eloise Loop Road.)

WHEREAS, Forestar (USA) Real Estate Group, Inc. the owner of the below described lands has submitted that certain plat entitled "Harmony on Lake Eloise Phase 3A" for filing and acceptance by the City Commission of the City of Winter Haven, Florida in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Harmony on Lake Eloise Phase 3A" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 26th day of August, 2024. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes and subject to the condition noted below.

2. That Forestar (USA) Real Estate Group, Inc., owner of the lands described in Exhibits "A" and "B" attached hereto has also submitted a Performance Bond issued by Atlantic Specialty Insurance Company to the City of Winter Haven in the amount of $3,380,922.21 to insure completion and repairs of all required infrastructure and improvements in the subdivision shown on the plat being approved for filing herein.

3. The City of Winter Haven does not accept the water and/or wastewater utility system or the planned roadway improvements for the subject lands at this time until all such utility system and roadway improvements, as may be constructed and noted on the plat, have passed all required tests, all required certifications have been obtained, and the system and roadway improvements are fully operational pursuant to City standards. Further, no certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as required by the City of Winter Haven Code of Ordinances and applicable Florida law are fully operational and have been accepted by the City and/or appropriate entity with jurisdiction.

4. The adoption of this Resolution is not intended to be an affirmative acceptance of any drainage systems notated on the Plat and/or that may exist and/or be constructed within the lands contained within the Plat being approved herein. Accordingly, the City of Winter Haven is not accepting ownership and/or responsibility for any such drainage systems which shall remain the responsibility of the entity and/or individuals to whom they are dedicated on the Plat.

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

6. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of August, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR- COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

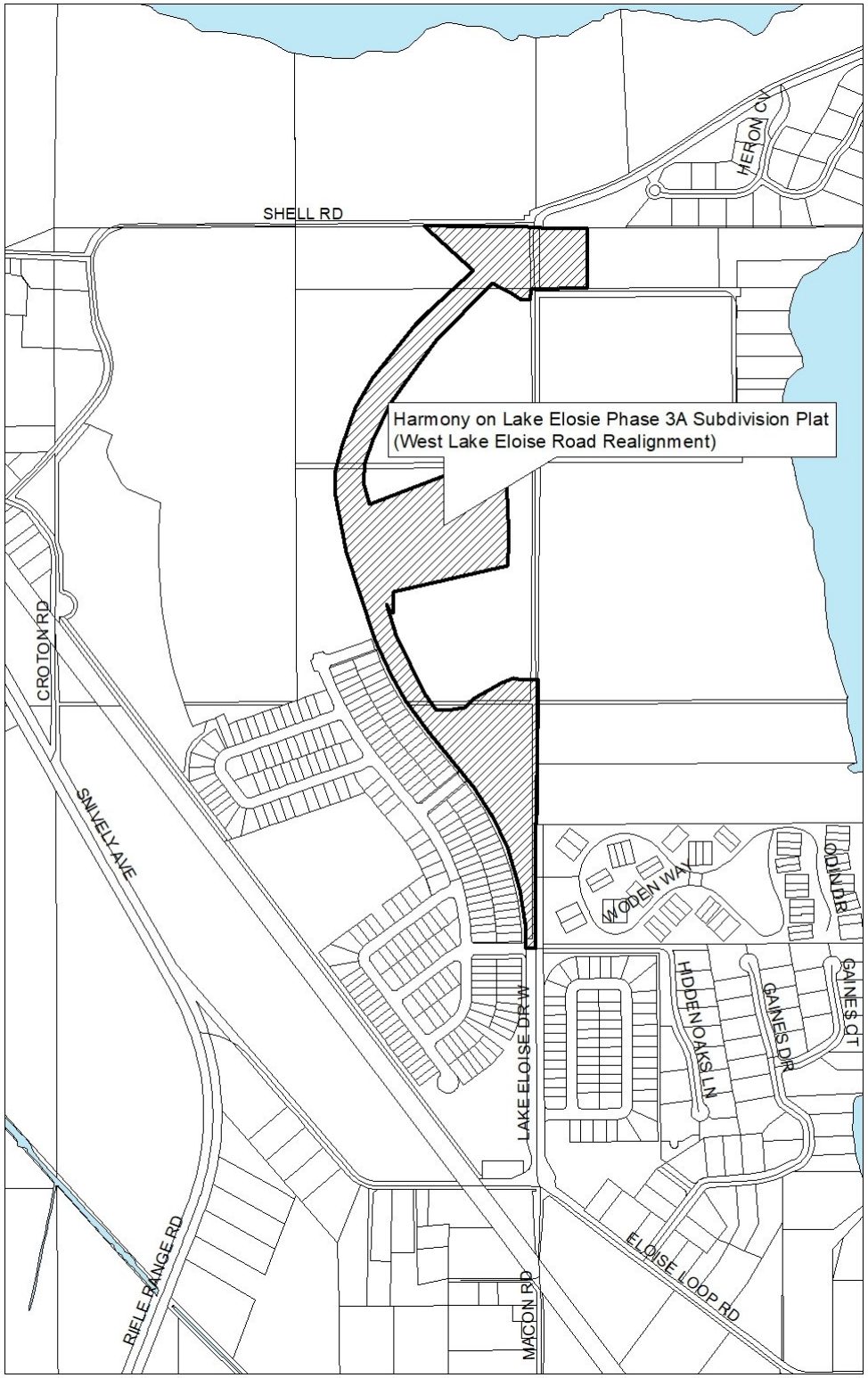
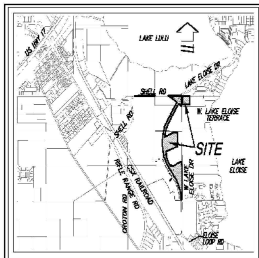

Harmony on Lake Elosie Phase 3A Subdivision Plat
(West Lake Eloise Road Realignment)
SHELL RD
HERON CT
CROTON RD
SNIVELY AVE
WODEN WAY
ODIN DR
HIDDEN OAKS LN
GAINES DR
GAINES CT
LAKE ELOISE DR W
ELOISE LOOP RD
RIELE RANGE RD
MACON RD

Exhibit "B"
Page 1 of 6

HARMONY ON LAKE ELOISE, PHASE 3A

BEING A REPLAT OF A PORTION OF LOTS 1-3, 6-7, 10-11, 14-15 AND A PORTION OF THAT CERTAIN 40.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF LOT 15, AND A PORTION OF THE 40 ACRE NURSERY OF THE NE 1/4 OF THE NW 1/4 OF SECTION 9, LAKE ELOISE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING LOCATED IN SECTIONS 4 AND 9, TOWNSHIP 29 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF NORTH 89°49'14" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 29 SOUTH, RANGE 26 EAST.
2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD AND CAP (DEWBERRY LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
3. ALL STREET CENTERLINE CHANGE IN DIRECTION SHALL BE MONUMENTED WITH A NAIL & DISK (PCP LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
4. ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE WITH (N.R).
5. FINAL CONVEYANCE OF ANY UTILITIES IMPROVEMENTS IS SUBJECT TO FINAL ACCEPTANCE BY THE CITY COMMISSION AND/OR STAFF, AND, AS PART OF THE ACCEPTANCE PROCESS, SUCH IMPROVEMENTS MAY BE CONVEYED FROM EITHER THE DEVELOPER AND/OR THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT.
6. PURSUANT TO SECTION 163.0235, F.S., ALL TRACTS DEDICATED TO THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC. ("HOA") HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.
7. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
8. THE PLAT DRAINAGE EASEMENTS (D.E.) OVER LOTS AND TRACTS SHALL SERVICE BOTH PUBLIC AND PRIVATE PROPERTIES. PROVIDED, HOWEVER, MAINTENANCE RESPONSIBILITIES SHALL NOT BE IMPOSED ON THE CITY OF WINTER HAVEN, FLORIDA AND ITS SUCCESSORS AND ASSIGNS FOR DRAINAGE PIPES, STORM INLETS, OR FLOW WAYS. INSTEAD SAID DRAINAGE FACILITIES SHALL BE OWNED AND MAINTAINED BY THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS (CDD) AND ALL OBLIGATIONS AND RESPONSIBILITIES FOR ANY AND ALL DRAINAGE EASEMENTS SHALL BE VESTED IN THE CDD AND THE CDD SHALL BE LIABLE FOR ANY DAMAGES CAUSED BY SAID DRAINAGE EASEMENTS.
9. THIS PLAT IS SUBJECT TO THAT CERTAIN TEMPORARY CONSTRUCTION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12047, PAGE 2161 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, HOWEVER, A PORTION OF THAT EASEMENT WILL TERMINATE UPON RECORDING OF THIS PLAT. (NOT PLOTTABLE)
10. PLAT SUBJECT TO THAT CERTAIN UTILITY DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12531, PAGE(S) 155 THROUGH 169 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
11. THE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR GRASS AND LANDSCAPING WITHIN ALL DRAINAGE EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND/OR TRACTS. LOT OWNERS SHALL NOT EXCAVATE OR PLACE FILL MATERIAL, LANDSCAPING OR ANY OBSTRUCTION IN ANY ROAD RIGHT OF WAY OR INTERFERE IN ANY WAY WITH THE DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY ALL AFFECTED AGENCIES. ANY OBSTRUCTIONS WITH DRAINAGE TRACTS OR EASEMENTS WILL BE REMOVED AND THE DRAINAGE FACILITY RESTORED TO ITS ORIGINAL DESIGN AND PERMITTED PLANS AT THE PROPERTY OWNER'S COST. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT ("CDD") OR THE LAKE ELOISE HOME OWNER'S ASSOCIATION, INC. ("HOA") MAY, AT THE CDD OR HOA'S DISCRETION, REMOVE THE OBSTRUCTION WITHOUT COMPENSATION TO THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE CAUSED DUE TO PLACEMENT OF THE OBSTRUCTION.
12. NO OBSTRUCTION SUCH AS WALLS, FENCES OR LANDSCAPING SHALL BE INSTALLED WITHIN ANY UTILITY EASEMENT THAT PREVENTS UTILITY PROVIDER MAINTENANCE PERSONNEL AND EQUIPMENT ACCESS. OBSTRUCTIONS WITHIN THESE AREAS WILL BE REMOVED AT THE PROPERTY OWNER'S COST. THE CITY OF WINTER HAVEN, FLORIDA AND UTILITY PROVIDERS HAVE THE DISCRETION TO REMOVE THE OBSTRUCTION WITHOUT COMPENSATION TO THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO THE UTILITIES DUE TO PLACEMENT OF THE OBSTRUCTION.
13. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT ("CDD") HAS BEEN ESTABLISHED AS RECITED IN THAT NOTICE OF ESTABLISHMENT OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 11934, PAGE 0953 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
14. THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC. ("HOA") HAS BEEN ESTABLISHED BY THE COMMUNITY DECLARATION FOR HARMONY ON LAKE ELOISE AS RECORDED IN OFFICIAL RECORDS BOOK 12555, PAGE 1079 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
15. PLAT SUBJECT TO CERTAIN MATTERS LISTED BELOW, AS SHOWN IN PROPERTY INFORMATION REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER: 11317219, DATED JUNE 7, 2024.

ITEMS THAT ENCUMBER THE SUBJECT PLAT ARE AS FOLLOWS:

ITEM #8) EASEMENT IN FAVOR OF THE CITY OF WINTER HAVEN, RECORDED IN OFFICIAL RECORDS BOOK 3194, PAGE 1301 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS SHOWN GRAPHICALLY]

ITEM #9) GRANT OF WATER LINE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5253, PAGE 2079, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS SHOWN GRAPHICALLY]

ITEM #10) TAMPA ELECTRIC COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6214, PAGE 520. [EASEMENT "A" AFFECTS, EASEMENT "B" DOES NOT AFFECTS]

ITEM #12) EASEMENT IN FAVOR OF THE CITY OF WINTER HAVEN, RECORDED IN OFFICIAL RECORDS BOOK 7132, PAGE 521 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS SHOWN GRAPHICALLY]

ITEM #14) ORDINANCE NUMBER 0-07-27 RECORDED IN OFFICIAL RECORDS BOOK 7177, PAGE 936 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE]

ITEM #15) AMENDED EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION, RECORDED IN OFFICIAL RECORDS BOOK 2986, PAGE 1032, AS REPLACED IN OFFICIAL RECORDS BOOK 5699, PAGE 2142, AND AS AFFECTED BY NOTICE OF SUBSTITUTION RECORDED IN OFFICIAL RECORDS BOOK 9116, PAGE 600 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS NOT PLOTTABLE]

ITEM #13) EASEMENT IN FAVOR OF THE CITY OF WINTER HAVEN, RECORDED IN OFFICIAL RECORDS BOOK 7132, PAGE 525 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS SHOWN GRAPHICALLY]

ITEM #16) ORDINANCE NUMBER 0-15-37 RECORDED IN OFFICIAL RECORDS BOOK 9673, PAGE 446 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE]

ITEM #17) NOTICE OF ESTABLISHMENT OF THE HARMONY OF LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 11934, PAGE 953 AND OFFICIAL RECORDS BOOK 12762, PAGE 275 AND DECLARATION OF CONSENT RECORDED IN OFFICIAL RECORDS BOOK 12435, PAGE 2052 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. [AFFECTS SUBJECT PROPERTY AND IS BLANKET IN NATURE]

ITEMS THAT DO NOT ENCUMBER THE SUBJECT PLAT ARE AS FOLLOWS:

ITEM #1, 2, 3, 4, 5, 6, 7, 11

LEGAL DESCRIPTION:

PART A

BEING A REPLAT OF A PORTION OF LOTS 2-3, 6-7, 10-11, 14-15 AND A PORTION OF THAT CERTAIN 40.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF LOT 15, AND A PORTION OF THE 40 ACRE NURSERY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, LAKE ELOISE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING LOCATED IN SECTIONS 04 AND 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE RUN S89°49'14"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SAID SECTION 4 A DISTANCE OF 35.00 FEET TO THE POINT ON THE WEST MAINTAINED RIGHT OF WAY LINE OF LAKE ELOISE DRIVE WEST (VARIABLE WIDTH RIGHT OF WAY) ACCORDING TO POLK COUNTY MAINTAINED RIGHT OF WAY MAP BOOK 2, PAGES 305-308 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE S00°44'59"E ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 383.70 FEET TO A POINT ON A NON TANGENT CURVE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 19°21'19", A CHORD BEARING OF N65°16'53"W AND A CHORD DISTANCE OF 94.14 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 94.59 FEET TO A POINT OF TANGENCY; THENCE N56°36'14"W, A DISTANCE OF 58.11 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S78°23'46"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S33°23'46"W, A DISTANCE OF 768.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1478.00 FEET, A CENTRAL ANGLE OF 24°48'12", A CHORD BEARING OF S20°59'40"W AND A CHORD DISTANCE OF 634.84 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 639.83 FEET TO THE END OF SAID CURVE; THENCE N68°57'10"E, A DISTANCE OF 478.13 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1074.00 FEET, A CENTRAL ANGLE OF 08°36'08", A CHORD BEARING OF S85°54'24"E AND A CHORD DISTANCE OF 161.10 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 161.25 FEET TO A POINT OF TANGENCY; THENCE N89°47'32"E, A DISTANCE OF 22.36 FEET; THENCE S00°12'28"E, A DISTANCE OF 451.20 FEET; THENCE S10°11'19"W, A DISTANCE OF 73.72 FEET; THENCE S74°27'38"W, A DISTANCE OF 55.83 FEET; THENCE S71°18'34"W, A DISTANCE OF 54.25 FEET; THENCE S70°18'13"W, A DISTANCE OF 50.00 FEET; THENCE S70°35'26"W, A DISTANCE OF 430.09 FEET; THENCE S19°24'34"E, A DISTANCE OF 120.00 FEET; THENCE S70°35'26"W, A DISTANCE OF 19.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°10'10", A CHORD BEARING OF N63°19'29"W AND A CHORD DISTANCE OF 36.02 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 40.22 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1478.00 FEET, A CENTRAL ANGLE OF 19°29'25", A CHORD BEARING OF S26°59'07"E AND A CHORD DISTANCE OF 500.35 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 502.77 FEET TO THE END OF SAID CURVE; THENCE N53°16'10"E, A DISTANCE OF 43.61 FEET; THENCE S62°16'26"E, A DISTANCE OF 32.51 FEET; THENCE S79°59'54"E, A DISTANCE OF 50.00 FEET; THENCE N82°16'38"E, A DISTANCE OF 65.02 FEET; THENCE N64°33'10"E, A DISTANCE OF 53.52 FEET; THENCE N53°27'53"E, A DISTANCE OF 105.19 FEET; THENCE N70°35'26"E, A DISTANCE OF 135.00 FEET; THENCE N72°31'23"E, A DISTANCE OF 48.74 FEET; THENCE N79°03'32"E, A DISTANCE OF 48.34 FEET; THENCE N87°36'49"E, A DISTANCE OF 12.38 FEET TO A POINT ON THE AFORESAID WEST MAINTAINED RIGHT OF WAY LINE OF SAID LAKE ELOISE DRIVE WEST; THENCE RUN ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSES, S00°33'02"W, A DISTANCE OF 125.38 FEET; THENCE N89°47'47"E, A DISTANCE OF 5.72 FEET; S00°14'47"E, A DISTANCE OF 89.72 FEET; THENCE S00°02'24"W, A DISTANCE OF 200.05 FEET; THENCE S00°14'26"W, A DISTANCE OF 200.01 FEET; THENCE S00°02'24"W, A DISTANCE OF 200.00 FEET; THENCE S00°09'38"E, A DISTANCE OF 200.00 FEET; THENCE S00°19'36"W, A DISTANCE OF 200.01 FEET; THENCE S00°05'11"E, A DISTANCE OF 200.00 FEET; THENCE S00°49'13"E, A DISTANCE OF 23.19 FEET; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY LINE RUN S68°31'41"W, A DISTANCE OF 36.45 FEET TO A POINT ON THE EASTERLY LINE OF HARMONY ON LAKE ELOISE, PHASE 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 205, PAGES 26 TO 32 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1478.00 FEET, A CENTRAL ANGLE OF 35°50'35", A CHORD BEARING OF N19°24'19"W AND A CHORD DISTANCE OF 909.61 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, A DISTANCE OF 924.61 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°10'10", A CHORD BEARING OF N83°23'49"W AND A CHORD DISTANCE OF 36.02 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, A DISTANCE OF 40.22 FEET TO THE END OF SAID CURVE; THENCE CONTINUE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES, N38°29'14"W, A DISTANCE OF 60.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N05°31'06"E AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N39°28'54"W, A DISTANCE OF 271.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1578.00 FEET, A CENTRAL ANGLE OF 18°06'21", A CHORD BEARING OF N30°25'43"W AND A CHORD DISTANCE OF 496.59 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 498.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°02'02", A CHORD BEARING OF N65°23'33"W AND A CHORD DISTANCE OF 34.74 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.41 FEET TO THE END OF SAID CURVE; THENCE N19°24'34"W, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°02'02", A CHORD BEARING OF N26°34'25"E AND A CHORD DISTANCE OF 34.74 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1578.00 FEET, A CENTRAL ANGLE OF 38°38'39", A CHORD BEARING OF N01°52'44"E AND A CHORD DISTANCE OF 1044.25 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1064.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°02'02", A CHORD BEARING OF N22°48'58"W AND A CHORD DISTANCE OF 34.74 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.41 FEET TO THE END OF SAID CURVE; THENCE N23°10'01"E, A DISTANCE OF 60.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°02'02", A CHORD BEARING OF N69°09'01"E AND A CHORD DISTANCE OF 34.74 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 38.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1578.00 FEET, A CENTRAL ANGLE OF 08°15'45", A CHORD BEARING OF N29°15'53"E AND A CHORD DISTANCE OF 227.37 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 227.57 FEET TO A POINT OF TANGENCY; THENCE N33°23'46"E, A DISTANCE OF 768.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N11°36'14"W AND A CHORD DISTANCE OF 35.36 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N56°36'14"W, A DISTANCE OF 338.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 33°17'04", A CHORD BEARING OF N73°14'46"W AND A CHORD DISTANCE OF 97.37 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 98.76 FEET TO POINT OF NON-TANGENCY; THENCE S89°55'30"W, A DISTANCE OF 18.56 FEET; THENCE N00°06'42"E, A DISTANCE OF 14.59 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N89°49'14"E, ALONG SAID NORTH LINE, A DISTANCE OF 549.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.90 ACRES, MORE OR LESS.

PART B

BEING A REPLAT OF A PORTION OF LOT 1, LAKE ELOISE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING LOCATED IN SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE N89°53'58"E ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 04, A DISTANCE OF 29.00 FEET TO A POINT ON THE EAST MAINTAINED RIGHT OF WAY OF LAKE ELOISE DRIVE WEST (MAINTAINED PUBLIC RIGHT OF WAY) PER POLK COUNTY RIGHT OF WAY MAP BOOK 2, PAGES 306-308 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE S00°06'01"E ALONG SAID EAST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY LINE RUN N89°59'46"E, A DISTANCE OF 339.40 FEET; THENCE S00°12'28"E, A DISTANCE OF 321.04 FEET; THENCE S89°47'32"W, A DISTANCE OF 321.83 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 04°44'13", A CHORD BEARING OF N87°50'21"W AND A CHORD DISTANCE OF 18.18 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 18.19 FEET TO A POINT ON THE AFORSAID EAST MAINTAINED RIGHT OF WAY LINE; THENCE N00°06'02"W ALONG SAID MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 321.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.51 ACRES MORE OR LESS.

TRACT SUMMARY					
TRACT	AREA (AC)	DESCRIPTION	USE	OWNERSHIP	MAINTENANCE
L	8.38	OPEN SPACE	POND	CDD	COMMUNITY DEVELOPMENT DISTRICT
Q	13.2	OPEN SPACE	POND	CDD	COMMUNITY DEVELOPMENT DISTRICT
T	0.61	OPEN SPACE	POND	CDD	COMMUNITY DEVELOPMENT DISTRICT
U-1	0.71	OPEN SPACE	POND	CDD	COMMUNITY DEVELOPMENT DISTRICT
U-2	2.57	OPEN SPACE	POND	CDD	COMMUNITY DEVELOPMENT DISTRICT

PLAT LEGEND

ABBREVIATIONS

CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CDD COMMUNITY DEVELOPMENT DISTRICT
CH CHORD DISTANCE
CM CONCRETE MONUMENT
U.E. UTILITY EASEMENT
D.B. DEED BOOK
F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
ID IDENTIFICATION
IP IRON PIPE
L LENGTH
LB LICENSED BUSINESS
NAVD NATIONAL AMERICAN VERTICAL DATUM
(NR) NON RADIAL
O.A. OVERALL
O.R.B. OFFICIAL RECORD BOOK
P.B. PLAT BOOK
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
PCP PERMANENT CONTROL POINT
PG. OR PGS. PAGE OR PAGES
PI POINT OF INTERSECTION
PNT POINT OF NON-TANGENCY
PRC POINT OF REVERSE CURVATURE
PRM PERMANENT REFERENCE MONUMENT
PT POINT OF TANGENCY
(R) RADIAL
R RADIUS
RP RADIUS POINT
R/W RIGHT OF WAY
S-T-R SECTION-TOWNSHIP-RANGE
(TYP) TYPICAL

SYMBOLS

± MORE OR LESS
℄ CENTERLINE
☐ FOUND 4"x4" CONCRETE MONUMENT (PRM LB 8011)
■ SET 4"x4" CONCRETE MONUMENT (PRM LB 8011)
Δ DELTA
⊕ SET NAIL & DISK (PCP LB 8011)
○ ROUNDING FOUND (AS SET)

Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX:

SHEET 1 LEGAL DESCRIPTION, DEDICATION, LEGEND & NOTES
SHEET 2 KEY SHEET
SHEET 3-6 PLAT DETAILS

APPROVAL: CITY ENGINEER

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ENGINEERING SERVICES THIS ______ DAY OF ______, 2024.

APPROVED

______
CITY ENGINEER
WINTER HAVEN, FLORIDA

ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR. THIS ____ DAY OF ______, 2024.

APPROVED

______
ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR
WINTER HAVEN, FLORIDA

CITY OF WINTER HAVEN CITY COMMISSION APPROVAL

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT IS HEREBY APPROVED BY THE CITY OF WINTER HAVEN, IS APPROVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA IN AN OPEN MEETING THIS ____ DAY OF ______, 2024.

BY: ______ MAYOR ATTEST: ______ CITY CLERK

CERTIFICATION

CLERK OF CIRCUIT COURT
STATE OF FLORIDA
COUNTY OF POLK

I, ______, CLERK OF CIRCUIT COURT OF POLK COUNTY, FLORIDA DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN APPROVED FOR RECORDING THIS ____ DAY OF ______ A.D., 2024.

BY: ______
CLERK OF CIRCUIT COURT

CITY SURVEYOR-CONSULTANT APPROVAL

STATE OF FLORIDA
COUNTY OF POLK
CITY OF WINTER HAVEN

THIS PLAT HAS BEEN REVIEWED AND FOUND TO BE SUBSTANTIALLY IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, RELATING TO THE MAKING OF MAPS AND PLATS.

______ DATE: ______
JEFFREY P. AMMERMANN, PLS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NUMBER LS 7388
CHASTAIN SKILLMAN
FLORIDA REGISTRATION NUMBER LB 262

SURVEYOR'S STATEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A PROFESSIONAL SURVEYOR AND MAPPER HAS PREPARED THE FOREGOING PLAT AND IT WAS MADE UNDER MY DIRECTION AND SUPERVISION AND THAT PERMANENT REFERENCE MONUMENTS (PRMS) HAVE BEEN SET AND PERMANENT CONTROL POINTS (PCPS) WILL BE SET IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES; AND THAT THIS PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS AS REQUIRED BY CHAPTER 177 PART 1 PLATTING, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN POLK COUNTY, FLORIDA.

______ DATE
WILLIAM P. HINKLE
FLORIDA REGISTRATION NUMBER: LS 4633
DEWBERRY
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
CERTIFICATE OF AUTHORIZATION NUMBER LB 8011
(SEAL)

PLAT
BOOK: PAGE:

HARMONY ON LAKE ELOISE, PHASE 3A DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE FLORIDA, OWNER OF THE LANDS SHOWN HEREON HAS CAUSED THIS PLAT OF "HARMONY ON LAKE ELOISE, PHASE 3A" TO BE MADE AND DOES HEREBY MAKE, SUBJECT TO AND IN ACCORDANCE WITH THE NOTES, THE FOLLOWING DEDICATIONS:

ALL TRACTS IDENTIFIED ON THE "TRACT SUMMARY" TABLE ARE DEDICATED TO THE PARTY IDENTIFIED IN THAT TABLE AND FOR THE PURPOSES AND USES SET FORTH THEREIN. THE APPLICABLE PARTY, AS IDENTIFIED IN THE TRACT SUMMARY TABLE, SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN SUCH TRACTS.

1. THE RIGHT OF WAY SHOWN HEREON AS WEST LAKE ELOISE DRIVE AND THAT PORTION OF WEST LAKE ELOISE TERRACE WITHIN THE PLAT BOUNDARY IS HEREBY DEDICATED TO THE CITY OF WINTER HAVEN, FLORIDA AND ITS SUCCESSORS AND ASSIGNS, AS PUBLIC RIGHT OF WAY.
2. THE RIGHT OF WAY SHOWN HEREON AS SHELL ROAD WITHIN THE PLAT BOUNDARY IS HEREBY DEDICATED TO THE CITY OF WINTER HAVEN, FLORIDA AND ITS SUCCESSORS AND ASSIGNS, AS PUBLIC RIGHT OF WAY.
3. THE RIGHTS OF WAY IDENTIFIED AS SHELL ROAD, WEST LAKE ELOISE TERRACE, AND WEST LAKE ELOISE DRIVE WITHIN THE PLAT BOUNDARY SHALL BE OWNED AND MAINTAINED BY THE CITY OF WINTER HAVEN, FLORIDA AND ITS SUCCESSORS AND ASSIGNS AND A NON-EXCLUSIVE PERPETUAL RIGHT OF INGRESS AND EGRESS FOR THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY AND MEDICAL SERVICES AND THEIR VEHICLES AND PERSONNEL IS HEREBY GRANTED OVER THESE RIGHTS OF WAY.
4. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT (CDD), AND ITS SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED TRACTS "L", "Q", "T", "U-1", U-2" (OPEN SPACE/POND) WHICH ARE INTENDED TO BE USED FOR STORMWATER AND OPEN SPACE PURPOSES.
5. THE TEN FOOT (10.00') WIDE UTILITY EASEMENTS (U.E.) ACROSS TRACT FRONTAGES ARE HEREBY DEDICATED AS NON-EXCLUSIVE PERPETUAL PUBLIC UTILITIES EASEMENTS IN ACCORDANCE WITH APPROVED SUBDIVISION PLANS AND PURPOSES INDICATED.
6. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT (CDD), AND ITS CONTRACTORS, LICENSEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED NON-EXCLUSIVE PERPETUAL EASEMENTS TO ACCESS, INSTALL, CONSTRUCT AND ACQUIRE ROADWAY IMPROVEMENTS (E.G., ROAD BASE, PAVING, CURB, GUTTER, ETC.), AND UTILITY IMPROVEMENTS (POTABLE WATER MAINS, RECLAIMED WATER MAINS, ETC.) OVER, UNDER AND UPON, THE RIGHTS OF WAY SHOWN ON THIS PLAT. THE CDD MAY INSTALL AND/OR ACQUIRE SUCH IMPROVEMENTS AND TRANSFERS THEM OVER TO THE CITY OF WINTER HAVEN, FLORIDA (CITY) OR POLK COUNTY FLORIDA (COUNTY), AND THEIR RESPECTIVE AGENTS AND ASSIGNS, AS APPROPRIATE, UPON COMPLETION SUBJECT TO THE CITY AND COUNTY'S APPROVAL PROCESS AND AFFIRMATIVE ACCEPTANCE BY THE RESPECTIVE GOVERNING BODY OF EITHER THE CITY OF WINTER HAVEN, FLORIDA AND/OR POLK COUNTY, FLORIDA FOR DEDICATED ROADWAY AND UTILITY IMPROVEMENTS. HOWEVER, MAINTENANCE OF LANDSCAPING AND IRRIGATION AND MAINTENANCE OF STORMWATER DRAINAGE SYSTEM WITHIN THE PUBLIC RIGHT OF WAY OF WEST LAKE ELOISE DRIVE SHALL BE THE SOLE RESPONSIBILITY OF THE CDD.
7. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT (CDD), AND ITS CONTRACTORS, LICENSEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED A NON EXCLUSIVE PERPETUAL EASEMENT TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATE, MAINTAIN, REPAIR AND REPLACE STORMWATER IMPROVEMENTS WITHIN ANY TRACT THAT IS SUBJECT TO "DRAINAGE EASEMENTS" SHOWN HEREON. THE CDD SHALL HAVE THE RIGHT AND OBLIGATION TO MAINTAIN ANY CDD STORMWATER IMPROVEMENTS WITHIN SUCH EASEMENT AREAS.
8. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT (CDD), AND ITS CONTRACTORS, LICENSEES, AGENTS, SUCCESSORS AND ASSIGNS, ARE HEREBY DEDICATED A NON-EXCLUSIVE PERPETUAL EASEMENT TO ACCESS, INSTALL, CONSTRUCT, ACQUIRE, OPERATE, MAINTAIN, REPAIR AND REPLACE LANDSCAPE, HARDSCAPE, IRRIGATION, STORMWATER FACILITIES AND STREET LIGHT IMPROVEMENTS WITHIN THE PUBLIC RIGHT OF WAY OF WEST LAKE ELOISE DRIVE, SHELL ROAD AND WEST LAKE ELOISE TERRACE WITHIN THE PLAT LIMITS AND ALL UTILITY EASEMENTS.
9. A NON-EXCLUSIVE EASEMENT IS HEREBY DEDICATED TO THE CITY OF WINTER HAVEN, FLORIDA (CITY), AND ITS SUCCESSORS AND ASSIGNS, FOR INGRESS AND EGRESS TO ALL DRAINAGE EASEMENTS AND DRAINAGE TRACTS FOR THE PURPOSE OF INSPECTION AND FOR PERFORMING EMERGENCY MAINTENANCE AND REPAIRS WITHIN THE CITY AS THE CITY DEEMS NECESSARY TO PROJECT PUBLIC IMPROVEMENTS. IN AN EMERGENCY AND IN MATTERS AFFECTING PUBLIC HEALTH AND SAFETY, THE CITY SHALL HAVE THE DISCRETION TO MAKE SUCH REPAIRS, BUT IN NO EVENT WILL THE CITY HAVE AN ONGOING OBLIGATION TO PERFORM EMERGENCY MAINTENANCE OR TO MAINTAIN ANY DRAINAGE EASEMENT OR DRAINAGE TRACT.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED BY THE OFFICER NAMED BELOW ON ______ A.D. 2024.

FORESTAR (USA) REAL ESTATE GROUP INC, A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

NAME: CHRIS TYREE

SIGNED: ______
TITLE: VICE PRESIDENT

SIGNED AND SEALED IN THE PRESENCE OF:

______ WITNESS SIGNATURE ______ PRINTED NAME

______ WITNESS SIGNATURE ______ PRINTED NAME

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF SEMINOLE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ______, 2024, BY CHRIS TYREE, AS VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC, A DELAWARE CORPORATION, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA, SAID PERSON ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION AND ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED ______ AS IDENTIFICATION.

______ NOTARY STATE OF FLORIDA

______ NOTARY PRINTED NAME (NOTARY SEAL)

______ MY COMMISSION EXPIRES

SHEET 1 OF 6

Exhibit "B"
Page 2 of 6

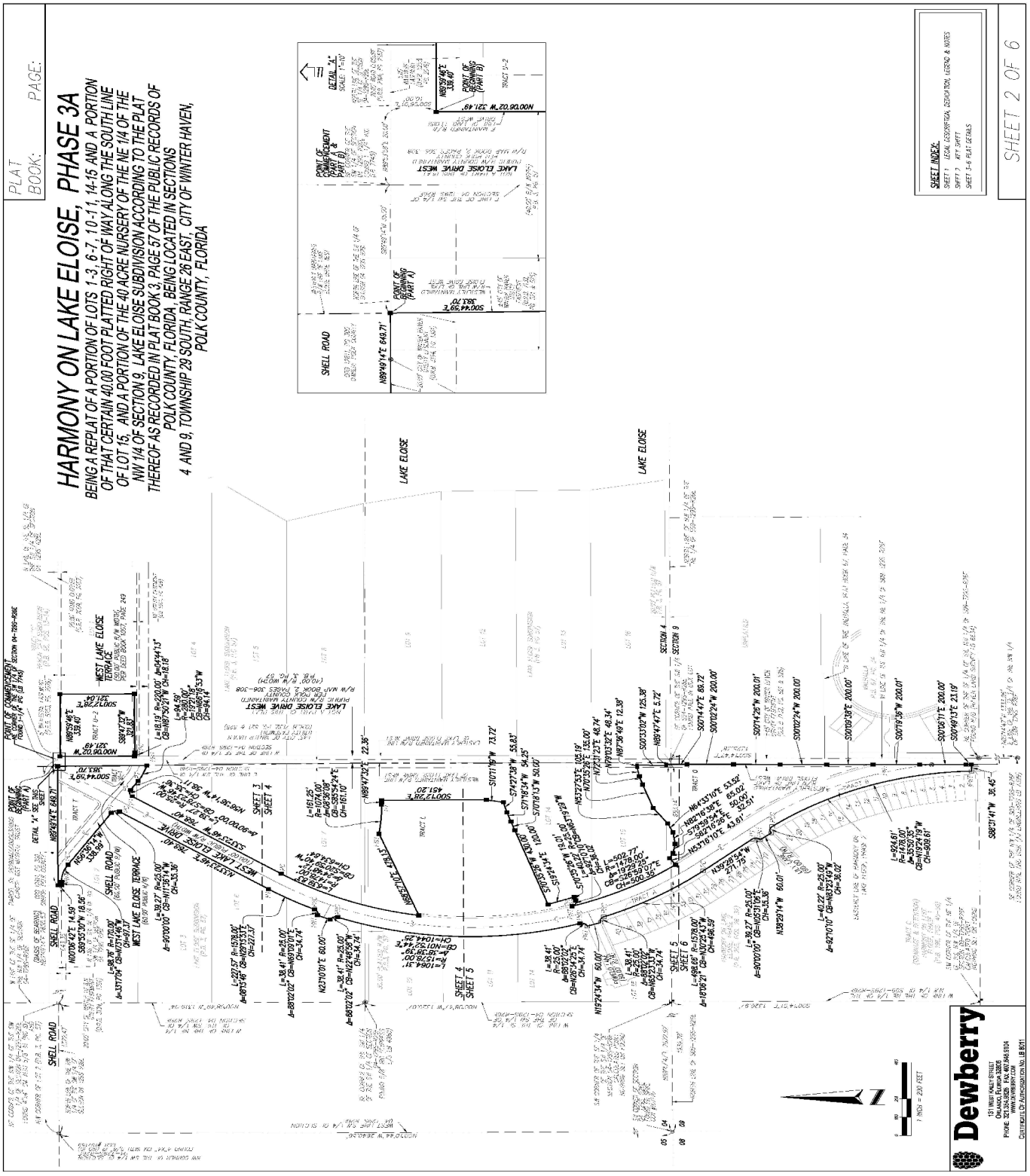


Exhibit "B"
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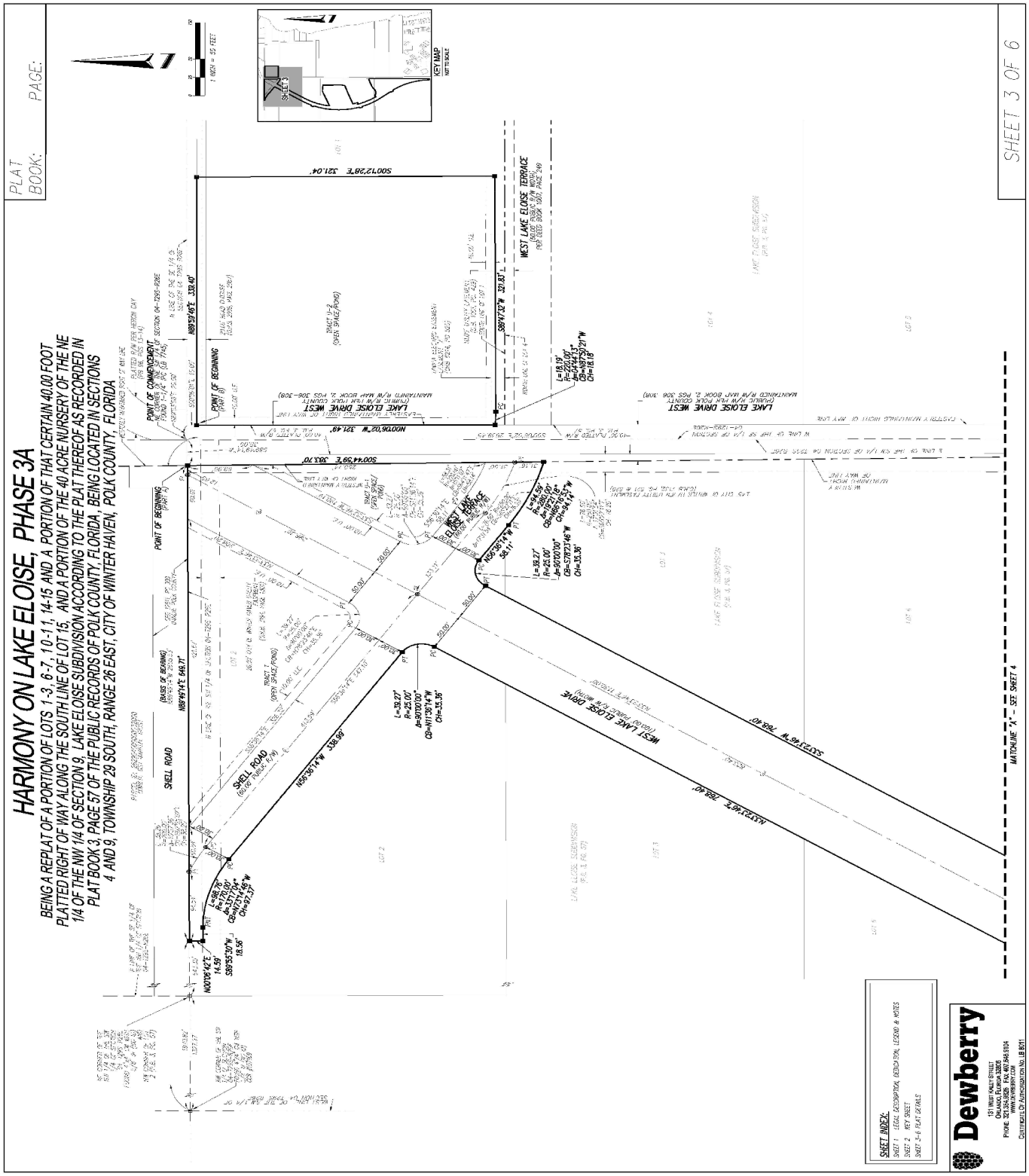


Exhibit “B”
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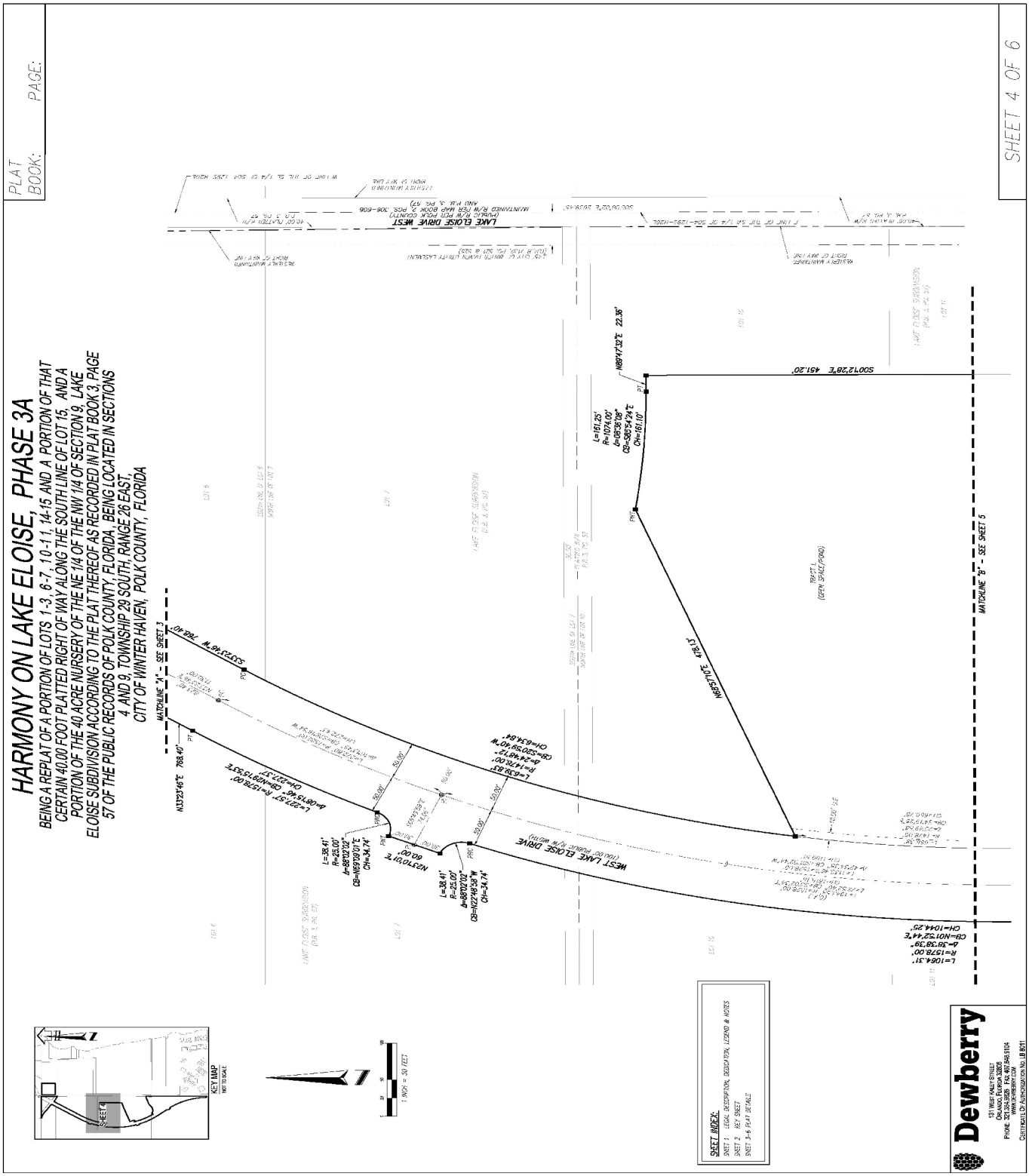


Exhibit “B”
Page 5 of 6

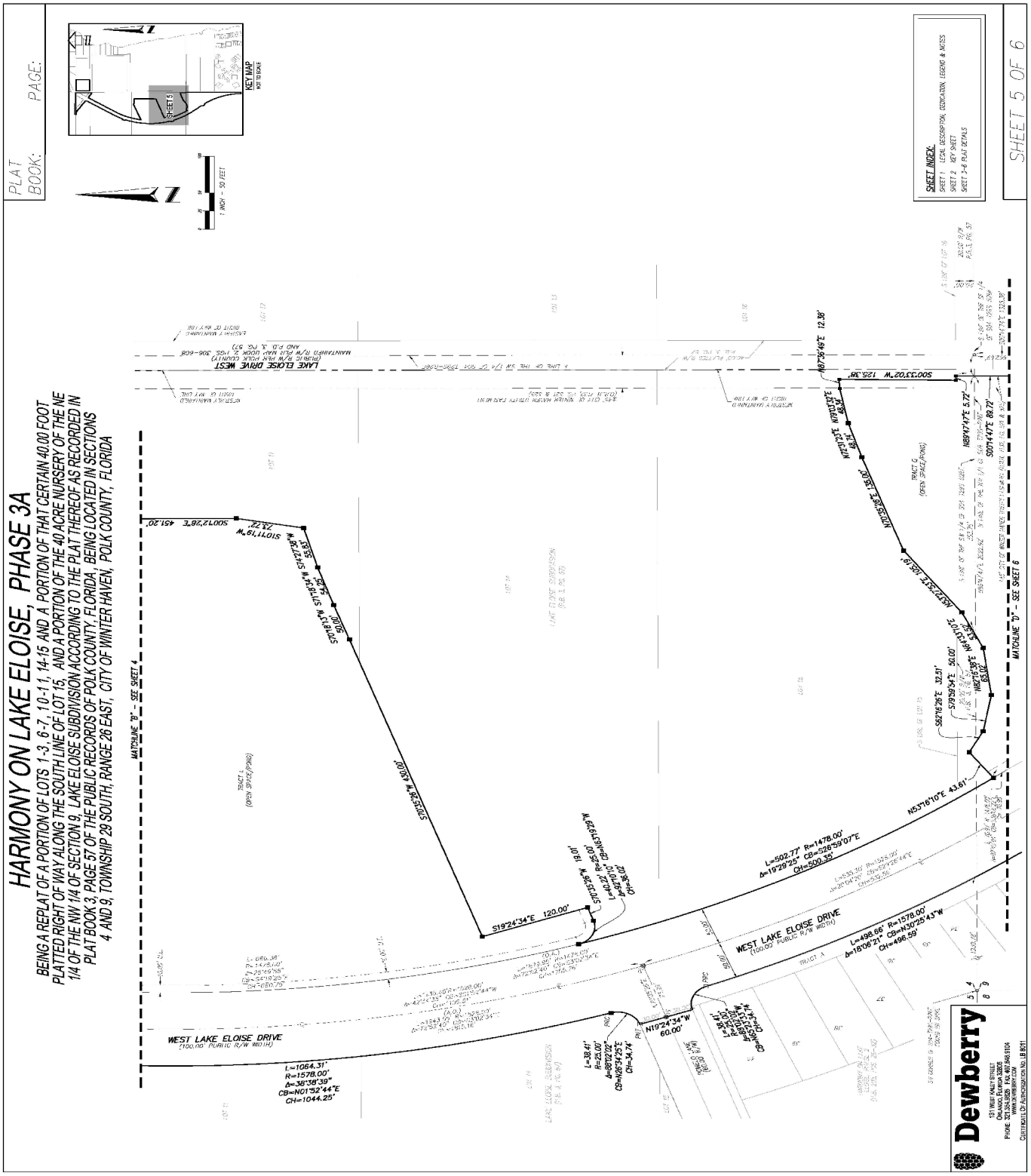
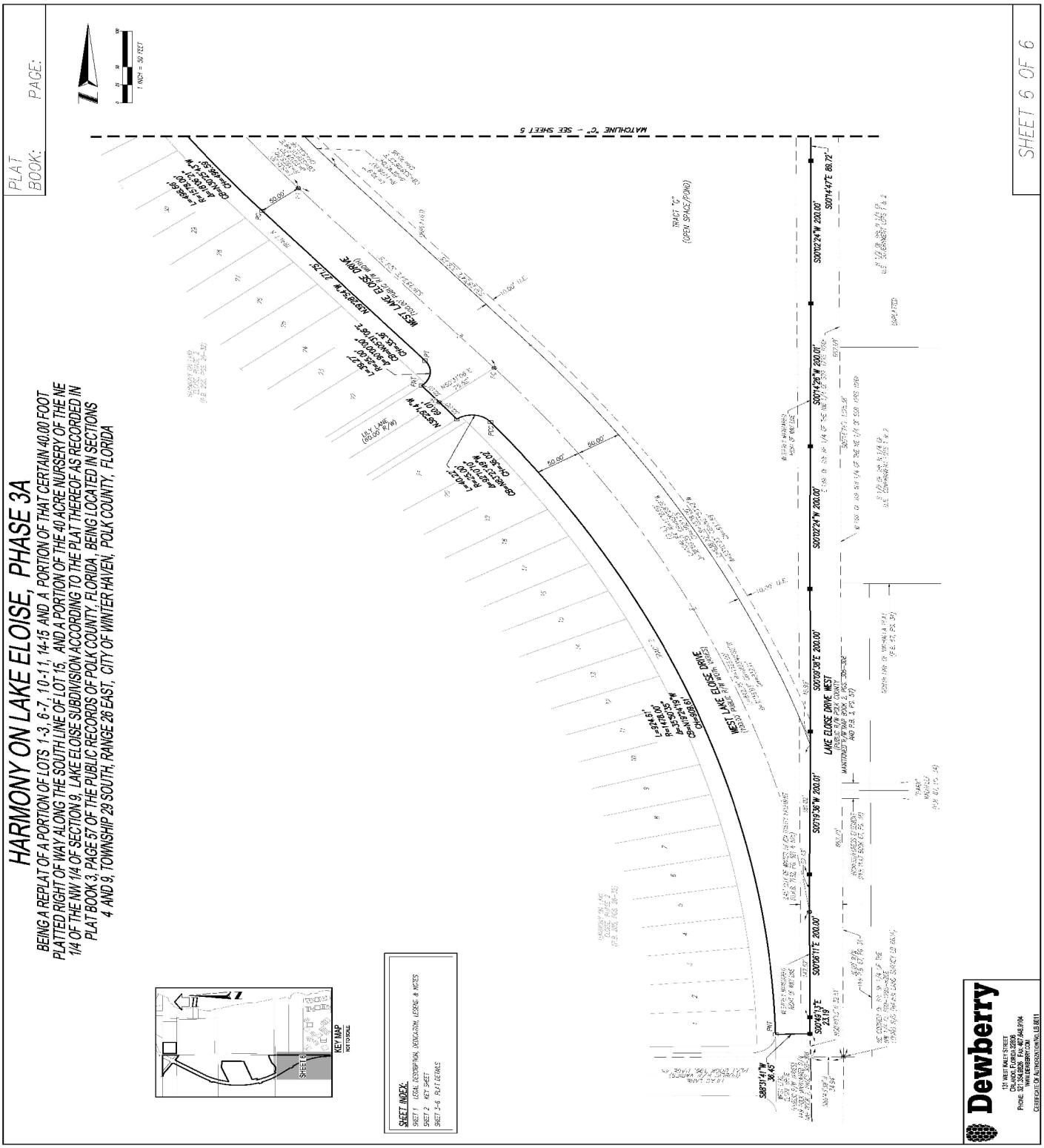


Exhibit "B"
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DATE: July 22, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-24-37: Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase Two Subdivision. General Location: Subdivision is generally located west of West Lake Eloise Drive, north of Eloise Loop Road.

BACKGROUND

Forestar (USA) Real Estate Group, Inc., requests the City Commission accept certain improvements and dedications in favor of the Public/City of Winter Haven, as noted on the plat for Harmony on Lake Eloise Phase Two. The subdivision consists of 47.72± acres generally located west of West Lake Eloise Drive, north of Eloise Loop Road. The subdivision contains 144 building lots and Ten (10) common lots. Within Harmony on Lake Eloise Phase Two, all water lines, sewer lines, reuse lines, and related infrastructure, will be owned and maintained by the City; however, all internal roadways, street lighting, and all stormwater related infrastructure will be owned and maintained by the Harmony on Lake Eloise Community Development District (CDD).

On April 8, 2024, the City Commission approved Resolution R-24-21 platting the Harmony on Lake Eloise Phase Two Subdivision; however, certain improvements were not completed at that time. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, Forestar (USA) Real Estate Group, Inc., submitted a Performance Bond issued by Markel Insurance Company in the amount of $767,181.69 to guarantee completion of all required infrastructure and improvements for the Subdivision. Incomplete improvements included, earthwork, sanitary sewer, potable water, stormwater management, and engineering certification. Recent inspections by staff found all incomplete improvements are now complete, and the water, wastewater, and reuse utilities can now be

accepted by the City. The City will not be accepting maintenance responsibility for the internal roadways, street lighting, or drainage infrastructure within this Subdivision.

FINANCIAL IMPACT

There is no direct finacial impact as a result of this request.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-37 and authorize the City Manager to take all necessary actions related thereto.

ATTACHMENT

- Resolution R-24-37

Space for Recording

RESOLUTION R-24-37

A RESOLUTION CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "HARMONY ON LAKE ELOISE PHASE TWO" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 205, PAGES 26 THROUGH 32, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally located west of West Lake Eloise Drive, north of Eloise loop Road.)

Whereas, that certain plat entitled "Harmony on Lake Eloise Phase Two" 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 8th day of April, 2024, by the passage of Resolution R-24-21; and

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for that Subdivision known as "Harmony on Lake Eloise Phase Two" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven as notated on the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

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

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of August 26, 2024, of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat, water; wastewater; and reuse systems as such systems have passed all required tests, and all required certifications have been obtained, and the systems are fully

operational pursuant to City standards in accordance with Chapter 177, Florida Statutes. The City is not accepting the internal roadways or drainage systems and related infrastructure notated on the plat as that will remain the responsibility of the Harmony on Lake Eloise Community Development District and/or fee-simple owners of record.

2. The City Manager is hereby authorized to release the Performance Bond issued by Markel Insurance Company in the amount of $767,181.69 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of August, 2024.

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

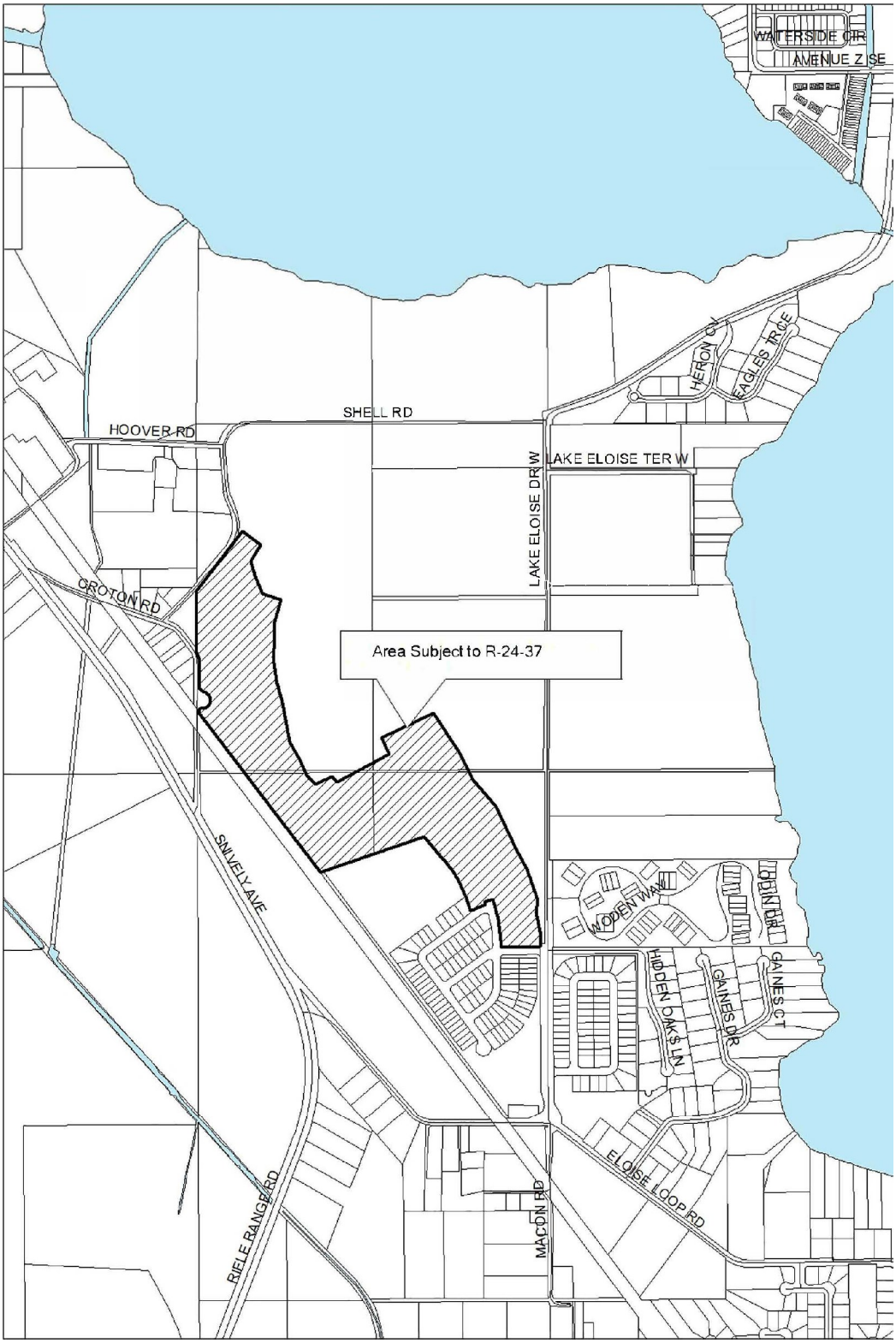
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


WATERSIDE CIR
AVENUE Z SE
HERON CT
EAGLES RDGE
SHELL RD
HOOVER RD
LAKE ELOISE TER W
LAKE ELOISE DR W
CROTON RD
Area Subject to R-24-37
SNIVELY AVE
WOODEN WAY
HIDDEN OAKS LN
GAINES DR
GAINES CT
ELOISE LOOP RD
MACON RD
RIELE RANGE RD

DATE: August 15, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-24-38: Request by The Harbor at Lake Henry LLC for final plat approval of the Harbor at Lake Henry Subdivision Plat. General Location: Subdivision is generally located south of the intersection of Old Lucerne Park Road and Lucerne Park Road (SR-544).

BACKGROUND

The Harbor at Lake Henry LLC, is requesting final plat approval for the Harbor at Lake Henry Subdivision. The 36.03-acre subdivision is generally located south of the intersection of Old Lucerne Park Road and Lucerne Park Road (SR-544)

The single-family residential subdivision contains 179 building lots and fourteen (14) common lots consisting of stormwater retention, wetland, lift-station, and open spaces areas. Internal roadways are contained within 50-foot rights-of-way and will be dedicated to the City of Winter Haven. All water and sewer utilities will be owned and maintained by the City, while all drainage conveyances and stormwater management areas will be maintained by the HOA.

A performance bond issued by Great Midwest Insurance Company in the amount of $313,258.00 has been submitted to the City to cover the cost of remaining infrastructure items to be completed. Incomplete items include earthwork, sanitary sewer, potable water, stormwater management, and engineering certification. As of this date, approximately 71 percent of the required infrastructure has been installed by the developer.

CONSISTENCY WITH FUTURE LAND USE AND ZONING

Harbor at Lake Henry was developed according to the requirements contained in Planned Unit Development (PD-22-01) zoning district. All lots meet the minimum requirements established by the zoning district. Additionally, the subdivision is consistent with the adopted Residential-Suburban Future Land Use.

INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 2. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Lucerne Park Road. Lucerne Park Road has sufficient capacity to serve this subdivision upon build-out.

FINANCIAL IMPACT

Using an estimated taxable value of $250,000 per lot, this subdivision will have an estimated taxable value of $40.5 million, and will generate approximately $266,895 per year in City ad valorem revenues at the current millage rate of 6.59. Additional revenue will be received through the provision of City services and taxes on utilities.

CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

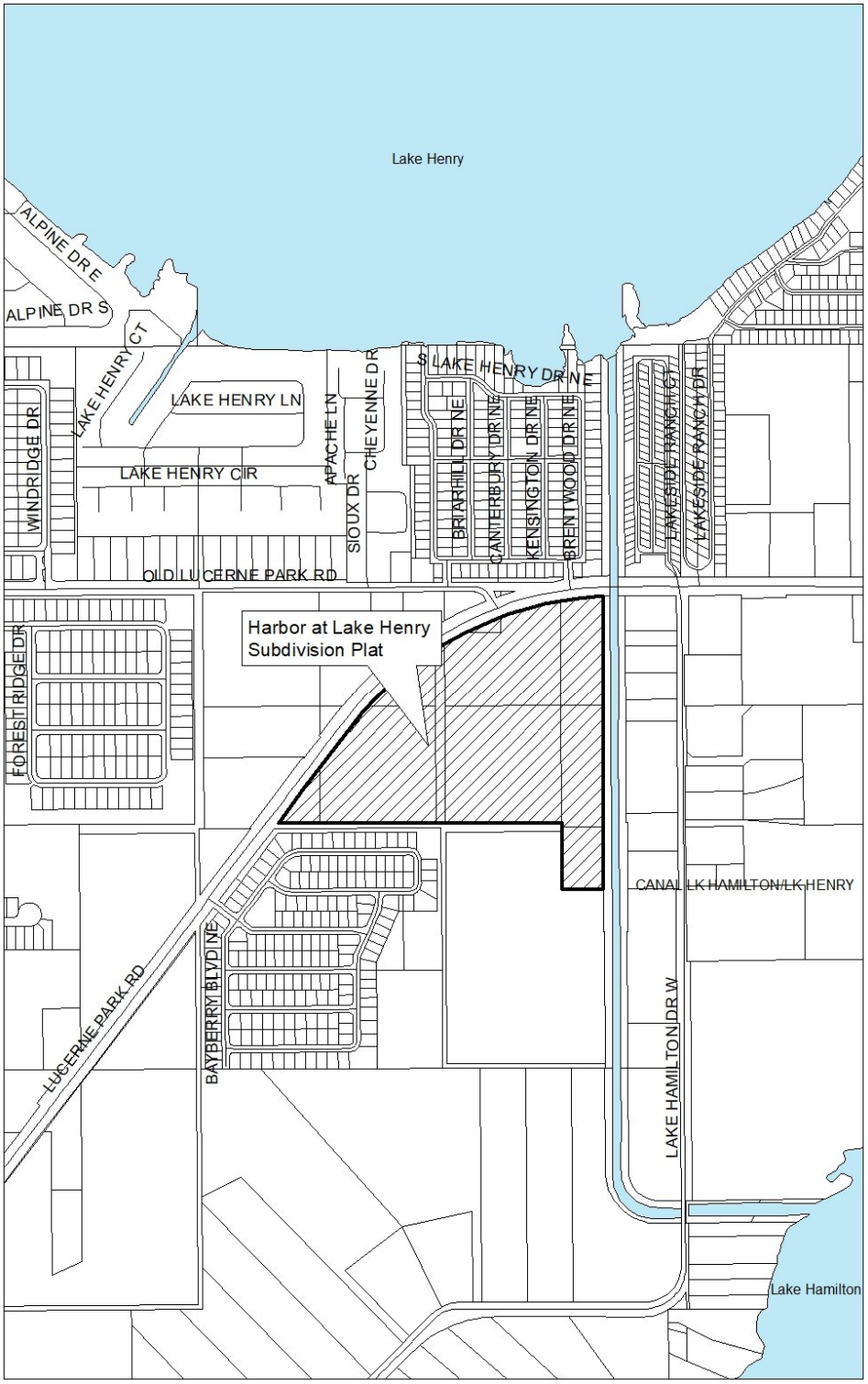
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-38.

ATTACHMENTS

- Location Map
- Resolution R-24-38

Location Map



Space for Recording

RESOLUTION R-24-38

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "HARBOR AT LAKE HENRY" FOR FILING AND ACCEPTANCE OF DEDICATIONS IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located south of the eastern intersection of Old Lucerne Park Road and Lucerne Park Road (SR 544).

WHEREAS, The Harbor at Lake Henry, LLC., the owner of the below described lands has submitted that certain plat entitled "Harbor at Lake Henry" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Harbor at Lake Henry" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 26th day of August, 2024. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes and subject to the condition noted below.

2. That Harbor at Lake Henry, LLC, owner of the lands described in Exhibits "A" and "B" attached hereto has also submitted a Performance Bond issued by the Great Midwestern Insurance Company to the City of Winter Haven in the amount of $313.258.00 to insure completion and repairs of all required infrastructure and improvements in the subdivision shown on the plat being approved for filing herein.

3. The City of Winter Haven does not accept the water and/or wastewater utility system for the subject lands at this time until all such systems, as may be constructed and noted on the plat, have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to City standards. Further, no certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as required by the City of Winter Haven Code of Ordinances and applicable Florida law are fully operational and have been accepted by the City and/or appropriate entity with jurisdiction.

4. The adoption of this Resolution is not intended to be an affirmative acceptance of any drainage systems notated on the Plat and/or that may exist and/or be constructed within the lands contained within the Plat being approved herein. Accordingly, the City of Winter Haven is not accepting ownership and/or responsibility for any such drainage systems which shall remain the responsibility of the entity and/or individuals to whom they are dedicated on the Plat.

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

6. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of August, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

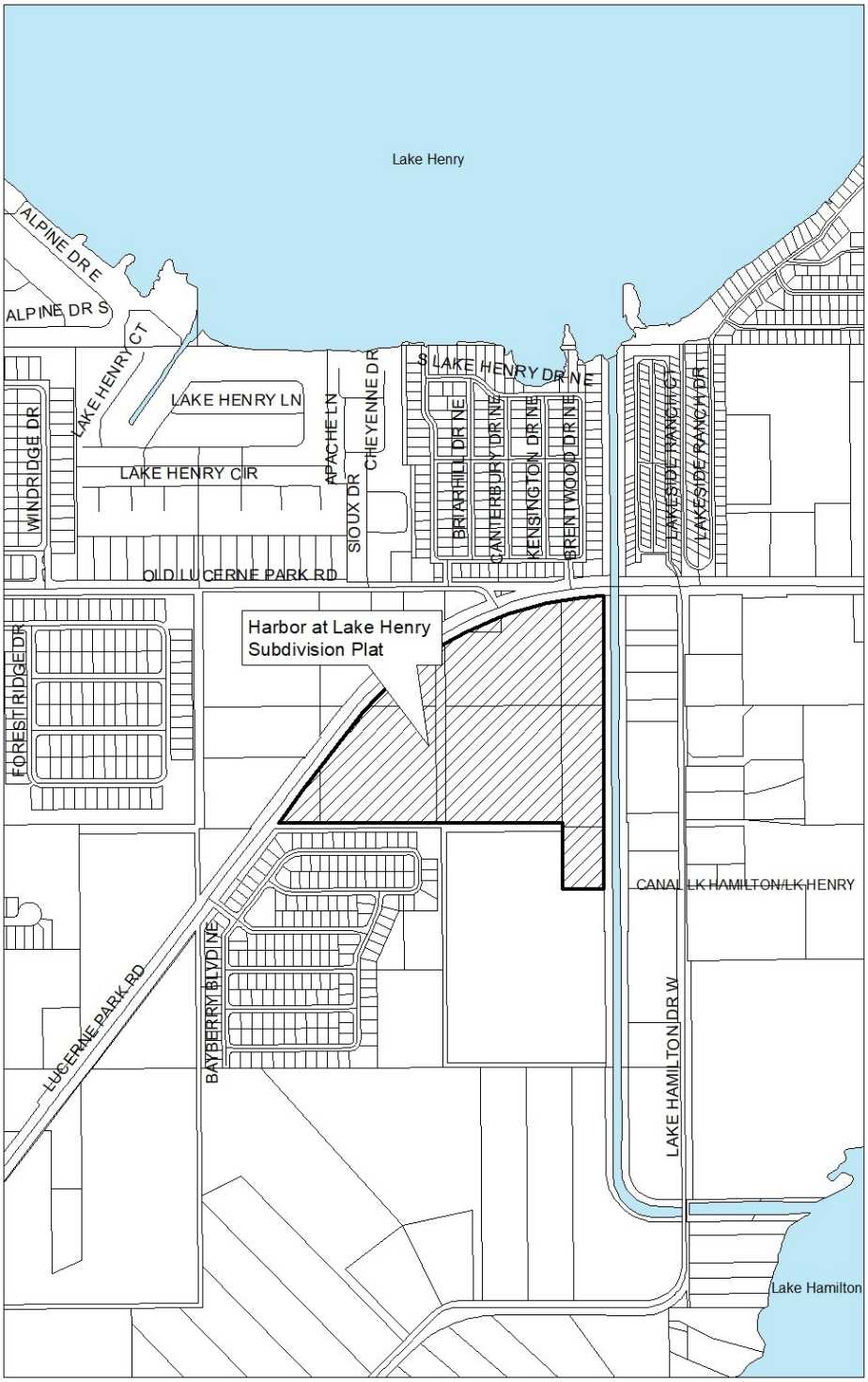

Lake Henry
ALPINE DR E
ALPINE DR S
LAKE HENRY CT
LAKE HENRY LN
LAKE HENRY CIR
WINDRIDGE DR
APACHE LN
CHEYENNE DR
SIOUX DR
S LAKE HENRY DR NE
BRIARHILL DR NE
CANTERBURY DR NE
KENSINGTON DR NE
BRENTWOOD DR NE
LAKESIDE RANCH CT
LAKESIDE RANCH DR
OLD LUCERNE PARK RD
Harbor at Lake Henry
Subdivision Plat
FOREST RIDGE DR
CANAL LK HAMILTON/LK HENRY
LUCERNE PARK RD
BAYBERRY BLVD NE
LAKE HAMILTON DR W
Lake Hamilton

Exhibit “B”
Page 1 of 4

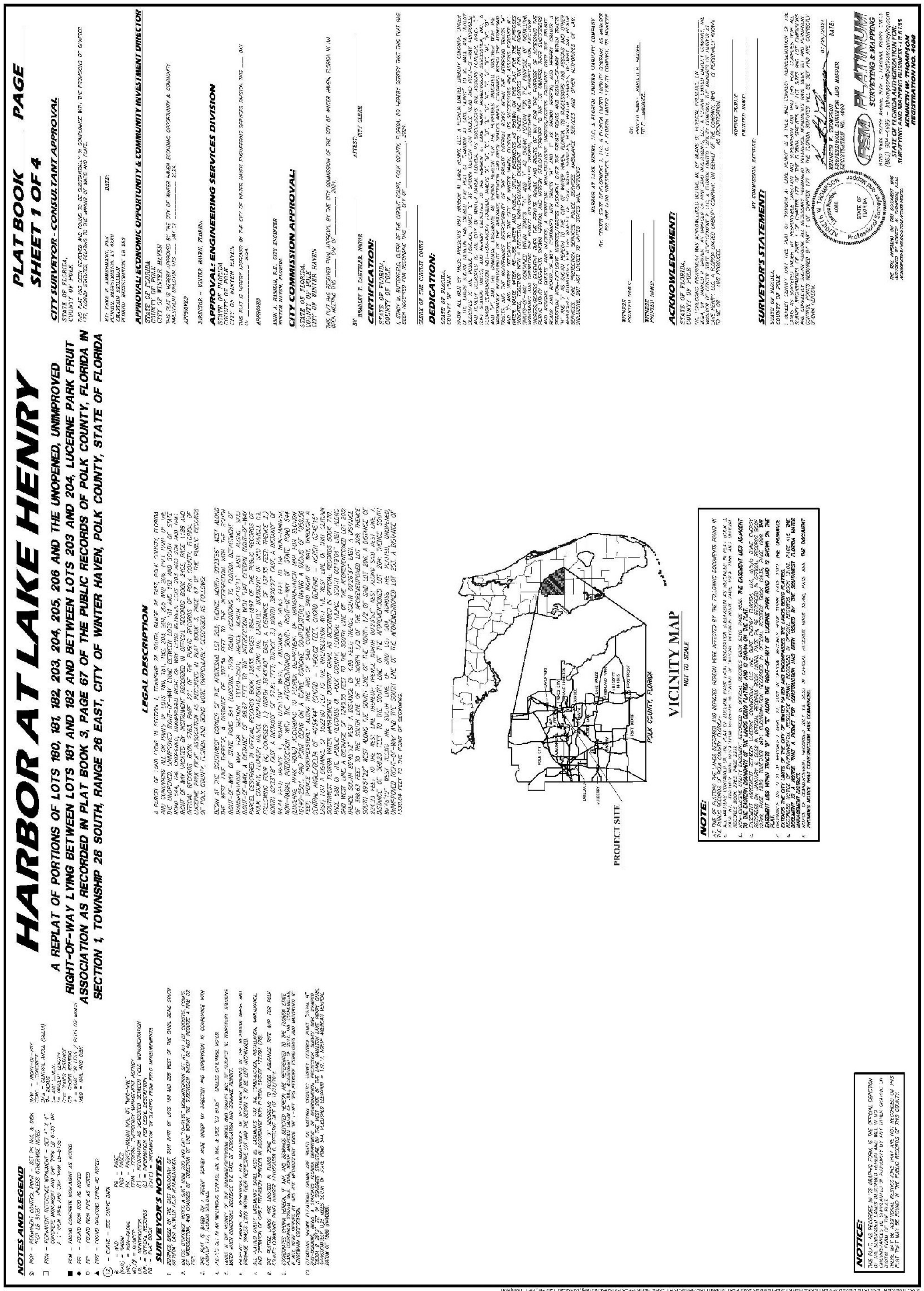


Exhibit "B"
Page 2 of 4

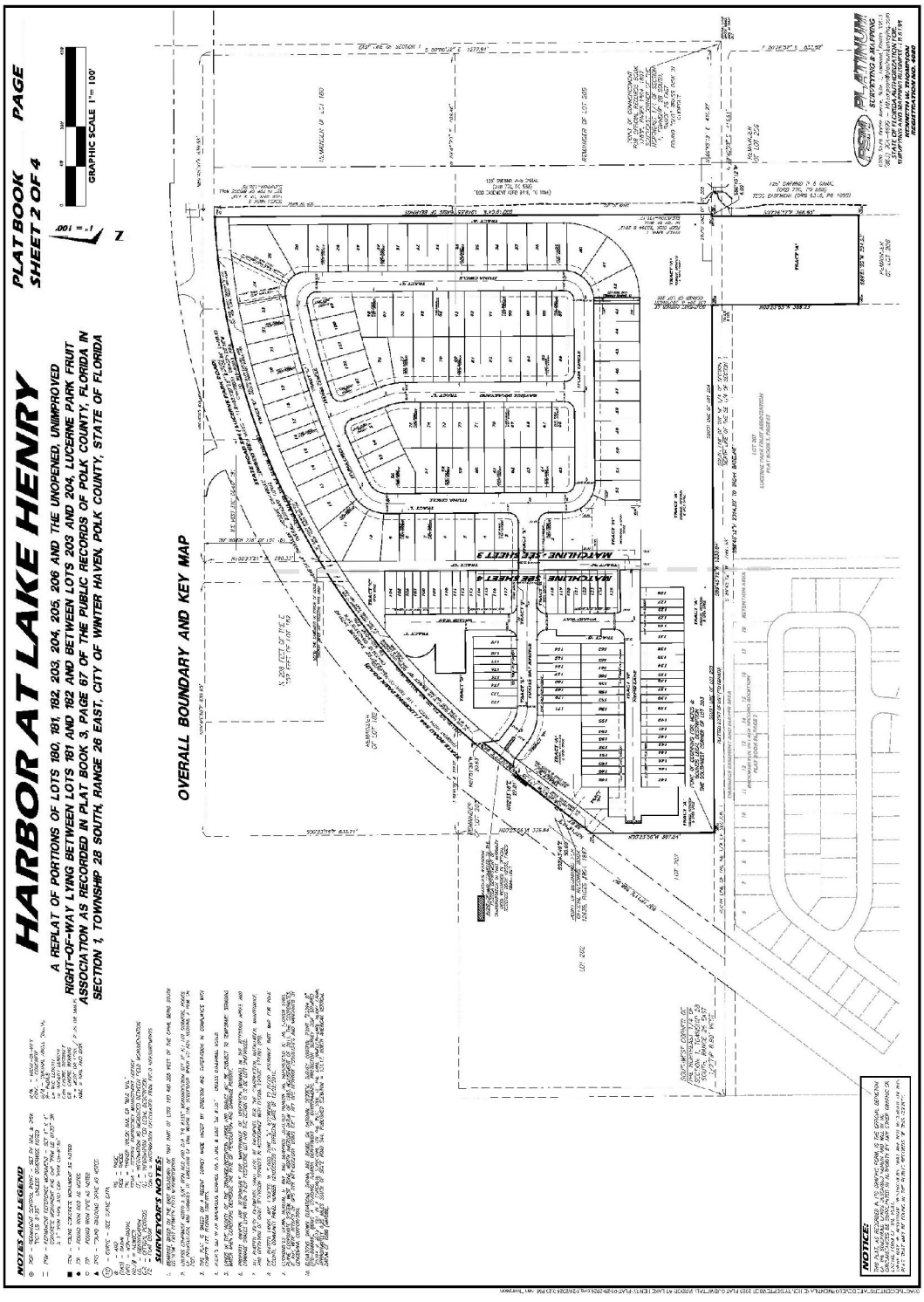


Exhibit "B"
Page 3 of 4

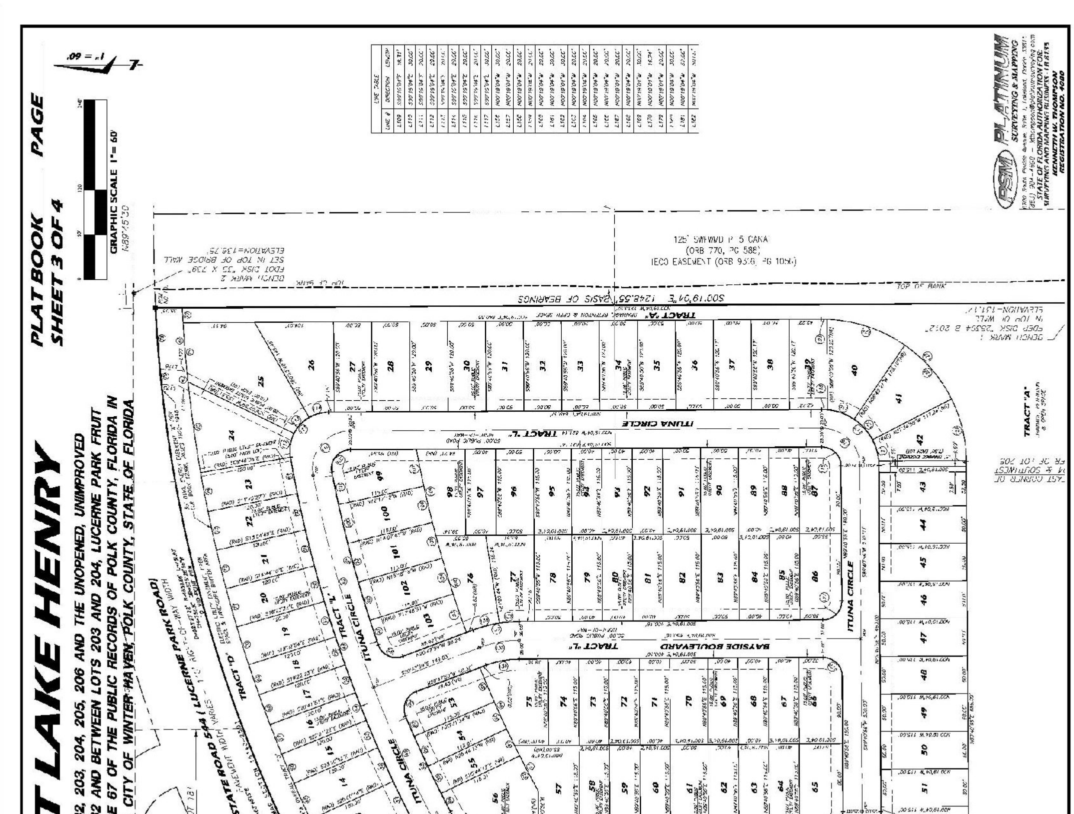
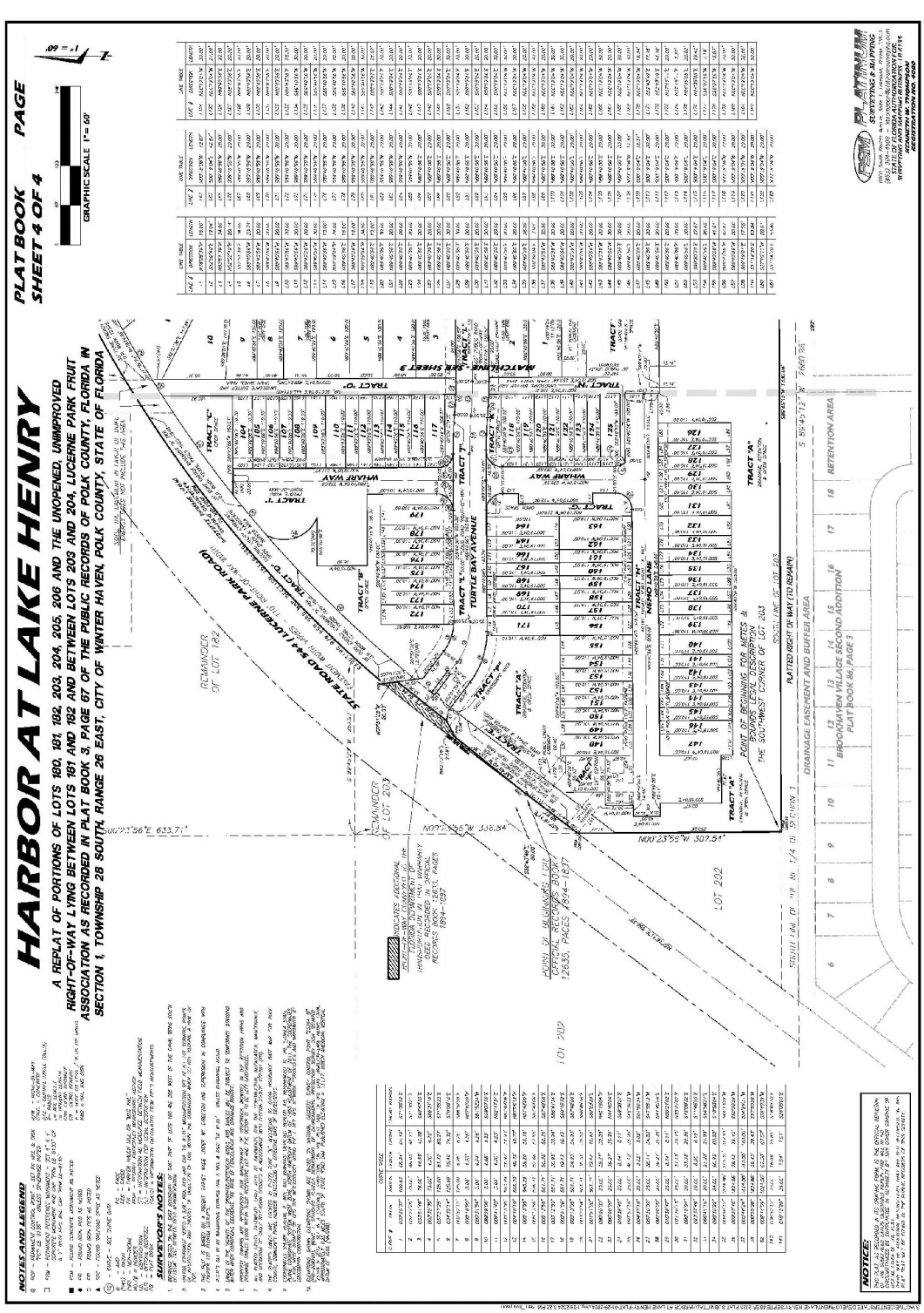


Exhibit "B"
Page 4 of 4



DATE: August 7, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-36: Request by TBBP Holdings, LLC to amend the 2035 Future Land Use Map on a parcel from Neighborhood Support Future Land Use to Neighborhood Suburban Future Land Use. General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres; and

Ordinance O-24-37: Request by TBBP Holdings, LLC to rezone a parcel from Planned Unit Development (PUD) zoning district to Multi-Family Residential- Low Density (R-3) zoning district. General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres.

BACKGROUND

TBBP Holdings, LLC, petitioner, requests the City amend the 2035 Future Land Use Map on a parcel from Neighborhood Support Future Land Use to Neighborhood Suburban Future Land Use, and rezone the same parcel from Planned Unit Development (PUD) zoning district to Multi-Family Residential- Low Density (R-3) zoning district. The parcel, totaling 3.68± acres, is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The parcel was annexed into the City January 22, 2018 and was assigned the current designations April 25, 2022. The parcel is currently subject to PUD Ordinance O-22-20 which permits personal storage units. The parcel has remained undeveloped since the PUD zoning was assigned.

The petitioner proposes to develop the property with 32 multi-family residential units. At the maximum density of 12 dwelling units per acre allowed by the R-3 zoning district, the theoretical maximum number of units is 44.

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

SURROUNDING USES

Uses surrounding the subject property include a Polk County Facilities Maintenance site to the north; undeveloped property mostly consisting of wetlands with single-family residential zoning to the east;

Palm Nut Drive and single-family residential to the south; and Buckeye Loop Road and the Buckeye Trace single-family subdivision to the west. Additionally, a site plan for multi-family residential has been approved on the property north of the Buckeye Trace subdivision.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the petitioner's proposed 32 multi-family residential units.

Type of Infrastructure	Available Capacity	Vested Demands	Potential Demands	Remaining Capacity
Potable Water and Sewer (as of June 30, 2024)				
Potable Water	2,570,000 gpd	1,803,100 gpd	8,064 gpd	758,836 gpd
Sewer (WWTP 3)	2,927,000 gpd	918,700 gpd	7,056 gpd	2,001,244 gpd
Transportation (Background Data from Polk TPO)				
Buckeye Loop Road *Northbound (PM Peak Hour)*	412 trips	0 trips	10 trips	402 trips
Buckeye Loop Road *Southbound (PM Peak Hour)*	429 trips	0 trips	10 trips	419 trips

Based on the numbers in the table above, supporting water, sewer, and transportation infrastructure contain sufficient capacity to support the proposed development. Additionally, there is sufficient capacity to support the maximum theoretical demands under the requested designations. However, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

Public school availability is highly variable due to frequent changes in school enrollments over the course of a year; therefore, available capacity is determined by Polk County Public Schools at the time of final platting for subdivisions or upon final site plan approval for multi-family developments. Availability can be met by having capacity at the zoned schools or an adjacent zoned school as permitted under Florida State Statute. Based on the proposed 32 multi-family units, up to 7 elementary, 2 middle, and 3 high school seats may be required.

COMPREHENSIVE PLAN

The requested Neighborhood Suburban Future Land Use is consistent with the surrounding City uses and designations. The requested R-3 zoning district is consistent with the Neighborhood Suburban Future Land Use designation and the City designations assigned to nearby properties.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

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

This is an ordinance 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 August 6, 2024 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

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

- The proposed Neighborhood Suburban Future Land Use and R-3 zoning district is consistent with surrounding uses and designations; and

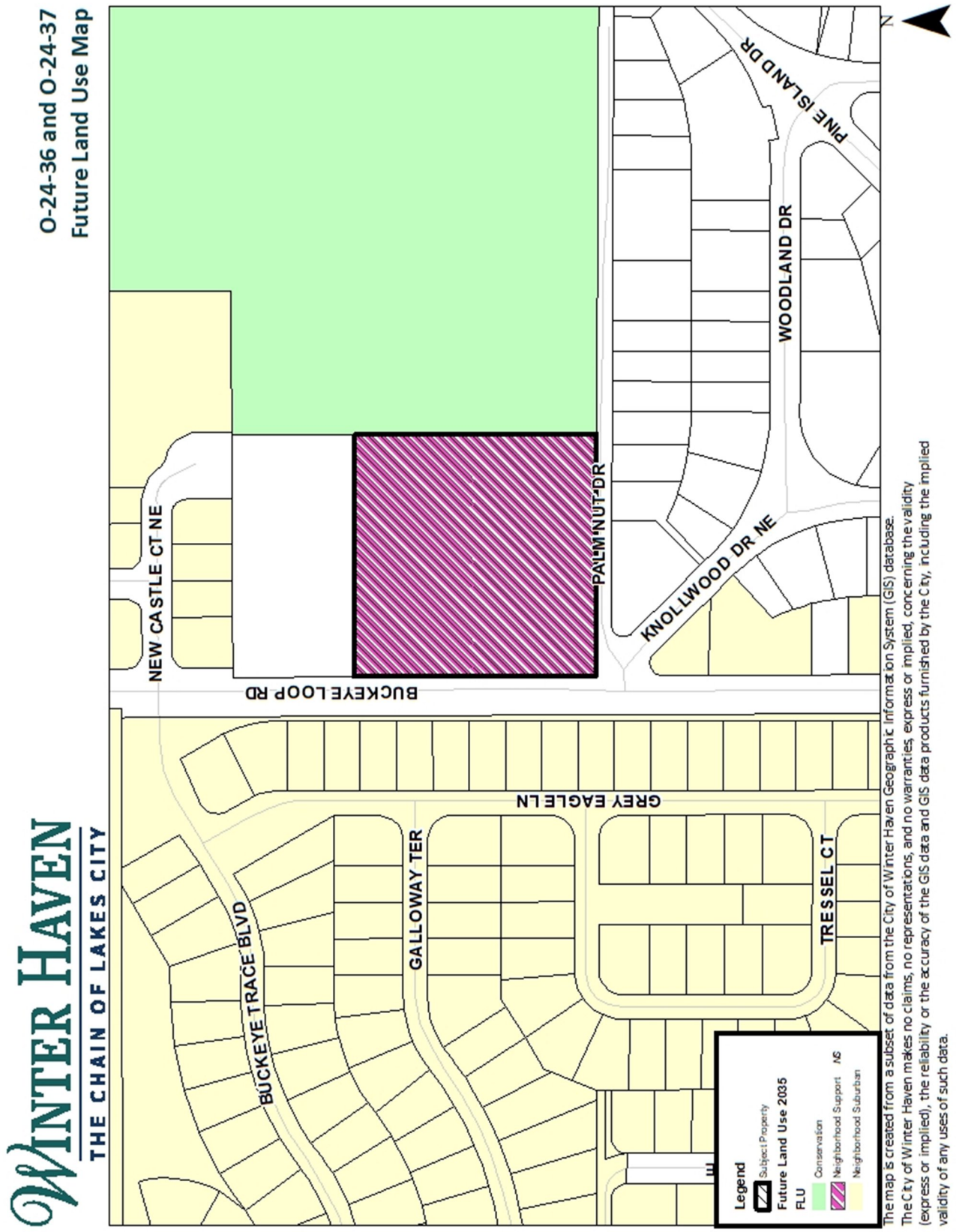
- There is sufficient public infrastructure capacity to accommodate the proposed development, as well as the maximum theoretical development, under R-3.

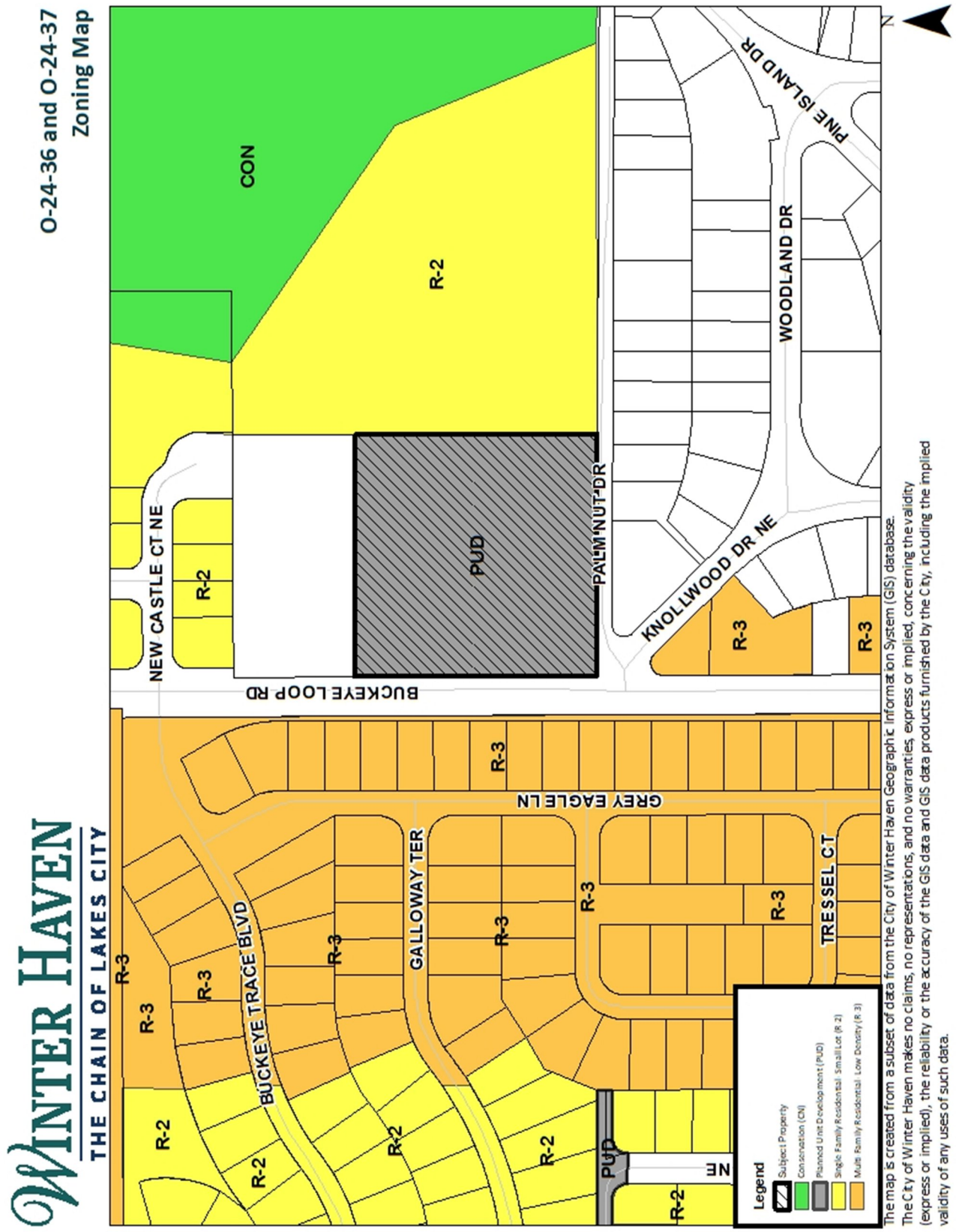
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-36 and O-24-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-24-36 (Future Land Use)
- Ordinance O-24-37 (Zoning)


O-24-36 and O-24-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
NEW CASTLE CT NE
BUCKEYE LOOP RD
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
PINE ISLAND DR
GREY EAGLE LN
GALLOWAY TER
BUCKEYE TRACE BLVD
TRESSEL CT
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Support
Neighborhood Suburban
NS
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-24-36 and O-24-37
Zoning Map
CON
R-2
PUD
NEW CASTLE CT NE
BUCKEYE LOOP RD
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
PINE ISLAND DR
R-3
GREY EAGLE LN
GALLOWAY TER
BUCKEYE TRACE BLVD
TRESSEL CT
NE
Legend
Subject Property
Conservation (CN)
Planned Unit Development (PUD)
Single Family Residential Small Lot (R-2)
Multi Family Residential Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.

O-24-36 and O-24-37
Aerial Map



ORDINANCE NO. O-24-36

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON ONE (1) PARCEL FROM NEIGHBORHOOD SUPPORT FUTURE LAND USE TO NEIGHBORHOOD SUBURBAN FUTURE LAND USE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres.)

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

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

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

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

3. All ordinances in conflict herewith are hereby repealed.

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

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

INTRODUCED on first reading this 26th day of August, 2024.

PASSED on second reading this 10th day of September, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

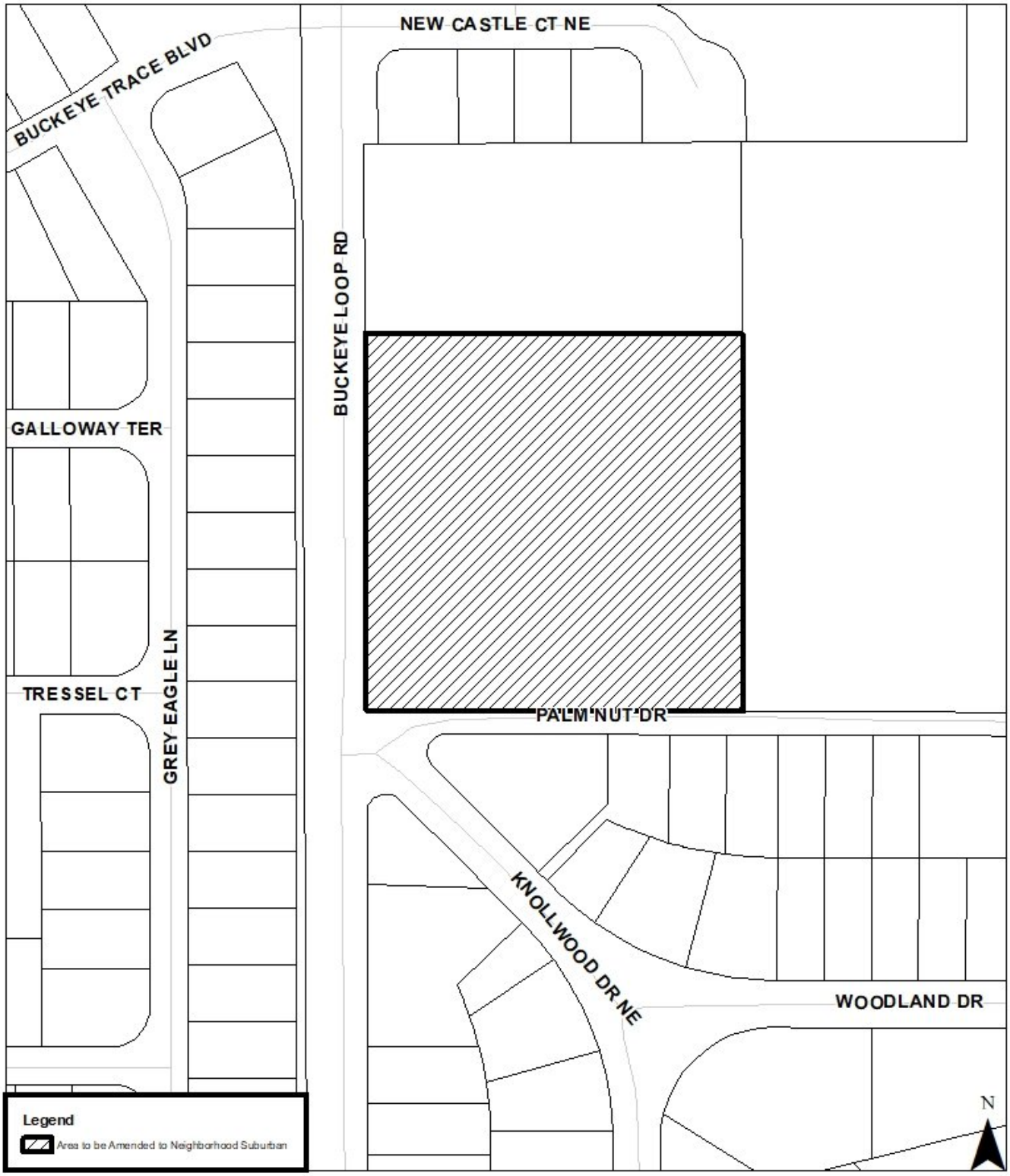
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


NEW CASTLE CT NE
BUCKEYE TRACE BLVD
BUCKEYE LOOP RD
GALLOWAY TER
GREY EAGLE LN
TRESSEL CT
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
N
Legend
Area to be Amended to Neighborhood Suburban

DATE: August 7, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-36: Request by TBBP Holdings, LLC to amend the 2035 Future Land Use Map on a parcel from Neighborhood Support Future Land Use to Neighborhood Suburban Future Land Use. General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres; and

Ordinance O-24-37: Request by TBBP Holdings, LLC to rezone a parcel from Planned Unit Development (PUD) zoning district to Multi-Family Residential- Low Density (R-3) zoning district. General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres.

BACKGROUND

TBBP Holdings, LLC, petitioner, requests the City amend the 2035 Future Land Use Map on a parcel from Neighborhood Support Future Land Use to Neighborhood Suburban Future Land Use, and rezone the same parcel from Planned Unit Development (PUD) zoning district to Multi-Family Residential- Low Density (R-3) zoning district. The parcel, totaling 3.68± acres, is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The parcel was annexed into the City January 22, 2018 and was assigned the current designations April 25, 2022. The parcel is currently subject to PUD Ordinance O-22-20 which permits personal storage units. The parcel has remained undeveloped since the PUD zoning was assigned.

The petitioner proposes to develop the property with 32 multi-family residential units. At the maximum density of 12 dwelling units per acre allowed by the R-3 zoning district, the theoretical maximum number of units is 44.

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

SURROUNDING USES

Uses surrounding the subject property include a Polk County Facilities Maintenance site to the north; undeveloped property mostly consisting of wetlands with single-family residential zoning to the east;

Palm Nut Drive and single-family residential to the south; and Buckeye Loop Road and the Buckeye Trace single-family subdivision to the west. Additionally, a site plan for multi-family residential has been approved on the property north of the Buckeye Trace subdivision.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the petitioner's proposed 32 multi-family residential units.

Type of Infrastructure	Available Capacity	Vested Demands	Potential Demands	Remaining Capacity
Potable Water and Sewer (as of June 30, 2024)				
Potable Water	2,570,000 gpd	1,803,100 gpd	8,064 gpd	758,836 gpd
Sewer (WWTP 3)	2,927,000 gpd	918,700 gpd	7,056 gpd	2,001,244 gpd
Transportation (Background Data from Polk TPO)				
Buckeye Loop Road *Northbound (PM Peak Hour)*	412 trips	0 trips	10 trips	402 trips
Buckeye Loop Road *Southbound (PM Peak Hour)*	429 trips	0 trips	10 trips	419 trips

Based on the numbers in the table above, supporting water, sewer, and transportation infrastructure contain sufficient capacity to support the proposed development. Additionally, there is sufficient capacity to support the maximum theoretical demands under the requested designations. However, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

Public school availability is highly variable due to frequent changes in school enrollments over the course of a year; therefore, available capacity is determined by Polk County Public Schools at the time of final platting for subdivisions or upon final site plan approval for multi-family developments. Availability can be met by having capacity at the zoned schools or an adjacent zoned school as permitted under Florida State Statute. Based on the proposed 32 multi-family units, up to 7 elementary, 2 middle, and 3 high school seats may be required.

COMPREHENSIVE PLAN

The requested Neighborhood Suburban Future Land Use is consistent with the surrounding City uses and designations. The requested R-3 zoning district is consistent with the Neighborhood Suburban Future Land Use designation and the City designations assigned to nearby properties.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

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

This is an ordinance 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 August 6, 2024 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

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

- The proposed Neighborhood Suburban Future Land Use and R-3 zoning district is consistent with surrounding uses and designations; and

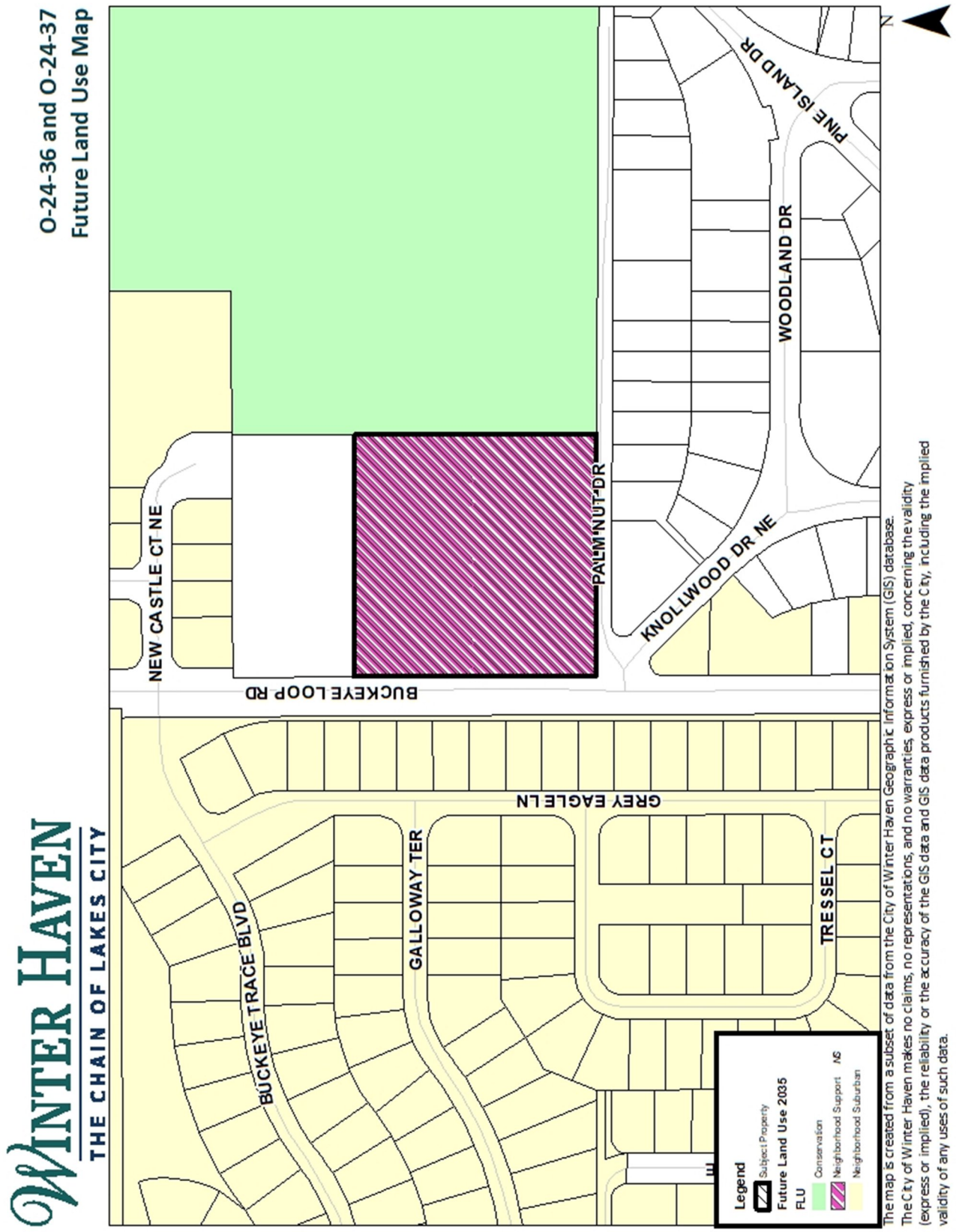
- There is sufficient public infrastructure capacity to accommodate the proposed development, as well as the maximum theoretical development, under R-3.

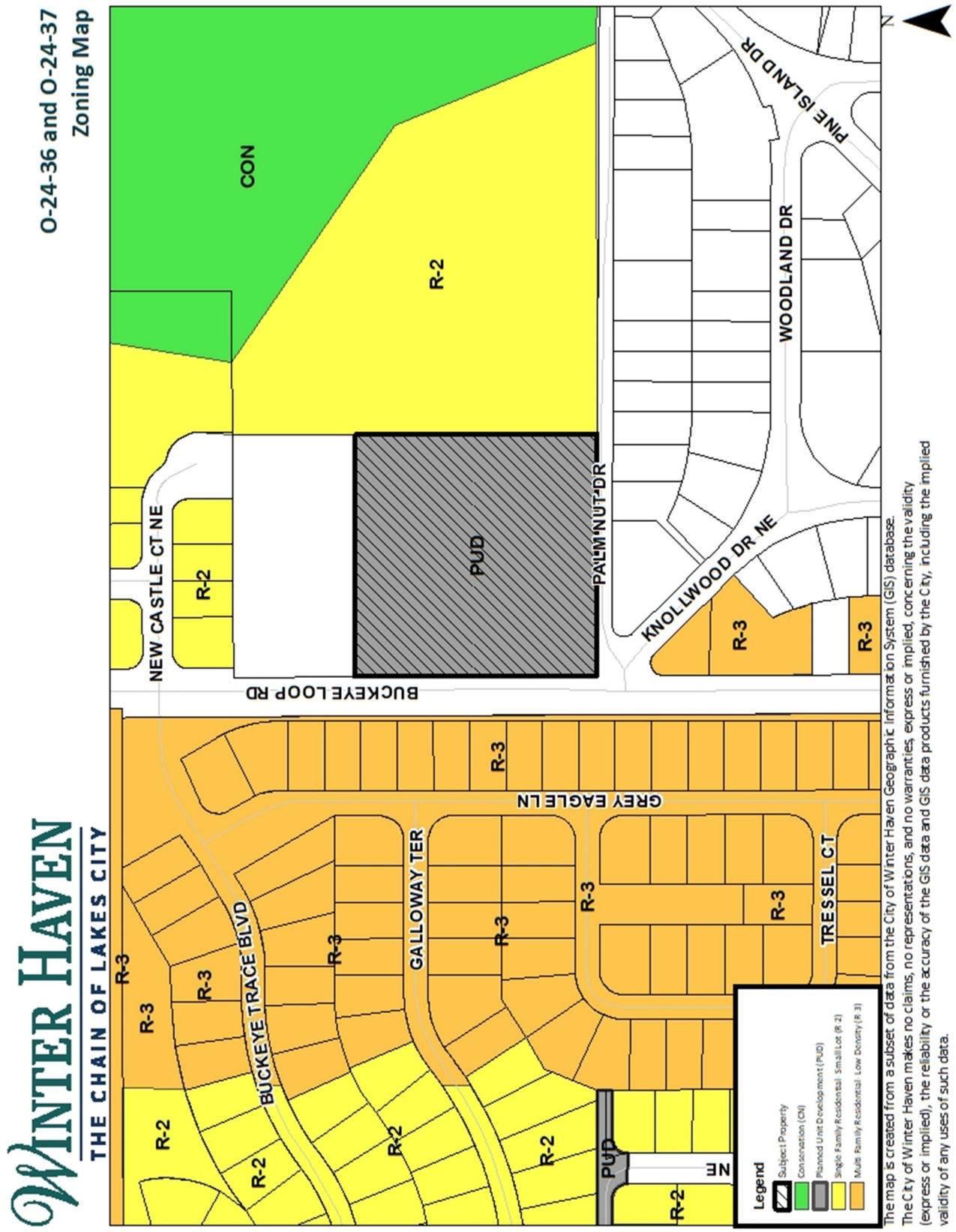
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-36 and O-24-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-24-36 (Future Land Use)
- Ordinance O-24-37 (Zoning)


O-24-36 and O-24-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
NEW CASTLE CT NE
BUCKEYE LOOP RD
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
PINE ISLAND DR
GREY EAGLE LN
GALLOWAY TER
BUCKEYE TRACE BLVD
TRESSEL CT
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Support
NS
Neighborhood Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-24-36 and O-24-37
Zoning Map
CON
R-2
PUD
NEW CASTLE CT NE
BUCKEYE LOOP RD
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
PINE ISLAND DR
R-3
GREY EAGLE LN
GALLOWAY TER
BUCKEYE TRACE BLVD
TRESSEL CT
NE
Legend
Subject Property
Conservation (CN)
Planned Unit Development (PUD)
Single Family Residential Small Lot (R-2)
Multi Family Residential Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

O-24-36 and O-24-37
Aerial Map



ORDINANCE NO. O-24-37

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING ONE (1) PARCEL FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO MULTI-FAMILY RESIDENTIAL- LOW DENSITY (R-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The parcel is generally located at the northeast corner of Buckeye Loop Road and Palm Nut Drive. The area covered by this request is 3.68± acres.)

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

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

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

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 rezone that land, described in Exhibit "A" attached hereto and made a part of this ordinance, from Planned Unit Development (PUD) zoning district to Multi-Family Residential-Low Density (R-3) zoning district.

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

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

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-24-36; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 26th day of August, 2024.

PASSED on second reading this 10th day of September, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

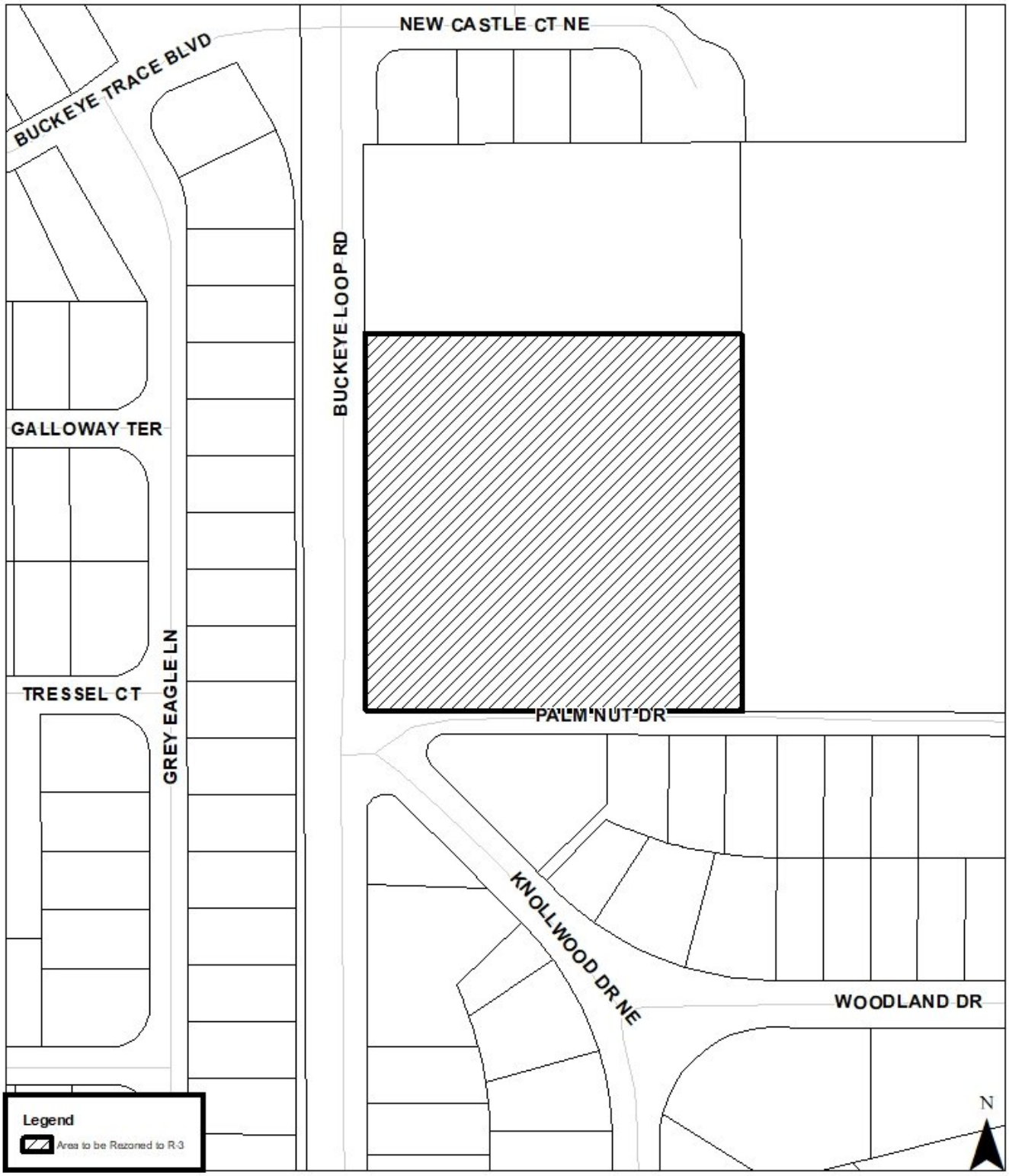
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


NEW CASTLE CT NE
BUCKEYE TRACE BLVD
BUCKEYE LOOP RD
GALLOWAY TER
TRESSEL CT
GREY EAGLE LN
PALM NUT DR
KNOLLWOOD DR NE
WOODLAND DR
N
Legend
Area to be Rezoned to R-3

DATE: August 19, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Ordinance O-24-41, Amending Schedule 1-R Water, Wastewater, and Reclaimed Water Rates, Fees, and Charges, and Amending Schedule of Miscellaneous Charges and Fees and Municipal Services Fees

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BACKGROUND

Raftelis Financial Consultants, Inc. has, on behalf of the City of Winter Haven, Florida, performed a study of the City's water and sewer rates, fees, and charges, entitled "City of Winter Haven 2024 Utility Rate Study" and dated August 15, 2024 (Raftelis Study) which has provided a thorough fiscal analysis of the City's water, sewer, and reclaimed water system revenues from utility user rates, fees, and charges and municipal expenses in the form of operating and maintenance activities, utility administration, asset repair and replacement, fund transfers, minor capital costs, major capital costs, and regional water cooperative costs.

The Raftelis Study recommends that the City revise its current rate schedule for the uniform system of water, sewer, and reclaimed water service rates, fees, and charges, known as "Schedule 1-R", to adjust and increase the effective rates, over a period of five calendar years, to amounts that are just and equitable. Similarly, the Raftelis Study recommends that the City revise its current schedule of Miscellaneous Charges and Fees including municipal services fees to increase various water-related and sewer-related miscellaneous charges.

Recommended adjustments include the following:

- For fiscal year 2024-25, charges for water, sewer, and reclaimed water service on Schedule 1-R should be increased to meet projected net rate and system revenue requirements;
- In fiscal years 2025-26, 2026-27, 2027-28, and 2028-29, charges for typical residential utility service on Schedule 1-R should rise annually by 2.5% for water and annually by 7.5%

for sewer, and charges for other uses should rise annually in accordance with general water and wastewater industry rate standards;

- A regional water cooperative surcharge should be imposed on residential water users with use in excess of 5,000 gallons, on all gallonage used by irrigation users, and on all gallonage used by commercial users to offset the cost of participation in the Polk Regional Water Cooperative;
- A per-bill repair and replacement charge should be assessed to provide a revenue source dedicated to capital asset repair; and
- Miscellaneous charges and fees, such as meter installation, temporary service, and lien search charges, would increase commensurate with modern personnel rates and vehicle trip costs.

In addition, Raftelis recommends that all Schedule 1-R rates, fees, and charges for water, sewer and reclaimed water service should rise 2.5% annually each October 1 beginning in fiscal year 2029-30 and that all Miscellaneous Charges and Fees and municipal services fees should rise 2.5% annually each October 1 beginning in fiscal year 2025-26, consistent with historic City billing practices and expected rates of inflation.

After review of the Raftelis study, City leadership and the City's customer service team are of the collective opinion that Raftelis-proposed increases to customer-facing service fees for new account/initial turn on, irrigation turn on, transfer of account, 15 day service, unauthorized connections/tampering, and delinquent account reactivation and turn on should undergo further Staff review and examination. As such, the Staff-recommended schedule of Miscellaneous Charges and Fees and municipal service fees attached to proposed Ordinance O-24-41 only increases customer-facing service fees by a nominal 2.5% instead of by the full amount identified in the Raftelis Study.

If adopted, the rate changes imposed by Ordinance O-24-41 to Schedule 1-R and the schedule of Miscellaneous Charges and Fees and municipal services fees would happen automatically each October 1st without the need for further advertisements or public hearings.

Modifications to the Code of Ordinances of the City of Winter Haven, Florida made by Ordinance O-24-41 are necessary to implement the new proposed rate structure. In particular: Section 19-136 of the Code is modified to permit adoption of a Schedule 1-R in fiscal years 2024-25, 2025-26, 2026-27, 2027-28, and 2028-29; Section 19-138 of the Code is modified to include authorization for a per-bill repair and replacement charge and a per-bill administration fee; and Section 19-152 of the Code is modified to remove duplicative language relating to miscellaneous charges and fees. Appropriate legislative findings

are made in the Ordinance to support its adoption and passage and to articulate the City's intent regarding changes in the Code.

FINANCIAL IMPACT

The Ordinance is expected to have a positive fiscal impact accruing to the City's enterprise fund and is expected to provide revenue streams for operations and maintenance, administration, repair and replacement, minor capital costs, major capital costs, regional water cooperative costs, and fund balance transfer to the general fund. As this Ordinance relates to the adoption of water and sewer revenue sources that are necessary to fund the City's budget and capital improvement projects identified in the Raftelis Study, Staff is of the opinion that this Ordinance is exempt from the Business Impact Estimate requirement as set forth in Section 166.041(4)(c)3. of the Florida Statutes.

RECOMMENDATION

Based on the Raftelis Study and in furtherance of the City's efforts to provide efficiencies and implement best management practices, the City's Utilities staff recommends Ordinance O-24-41 be adopted by the City Commission of the City of Winter Haven and that the City Manager or his designee be authorized to take all further necessary actions related thereto.

ATTACHMENT

- Ordinance O-24-41

ORDINANCE O-24-41

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RELATING TO UTILITIES; AMENDING SECTIONS 19-136, 19-138 AND 19-152 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; AMENDING AND ADOPTING RATE SCHEDULES 1-R AND WATER, WASTEWATER AND RECLAIMED WATER RATES, FEES, AND CHARGES EFFECTIVE OCTOBER 1 OF 2024, 2025, 2026, 2027, AND 2028 TOGETHER WITH AN ANNUAL AUTOMATIC INCREASE FOR ALL UTILITY RATES, FEES AND CHARGES THEREIN COMMENCING OCTOBER 1, 2029 AND THEREAFTER ALL WITHOUT FURTHER HEARING; ASSESSING A PER-BILL ADMINISTRATIVE FEE, A PER-BILL REPAIR AND REPLACEMENT FEE AND A POLK REGIONAL WATER COOPERATIVE SURCHARGE ON CERTAIN WATER USERS; ASSESSING A SURCHARGE ON ALL RATES, FEES, AND CHARGES PAID BY OUTSIDE CITY CUSTOMERS; AMENDING AND ADOPTING A SCHEDULE OF MISCELLANEOUS CHARGES AND FEES AND OTHER MUNICIPAL SERVICES FEES KEPT ON FILE IN THE CITY CLERK'S OFFICE TOGETHER WITH AN ANNUAL AUTOMATIC INCREASE FOR ALL RATES, FEES, AND CHARGES THEREIN COMMENCING OCTOBER 1, 2025 AND THEREAFTER WITHOUT FURTHER HEARING; ARTICULATING LEGISLATIVE INTENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, FOR SEVERABILITY, FOR CODIFICATION, AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Raftelis Financial Consultants, Inc. ("Raftelis") has, on behalf of the City of Winter Haven, Florida, performed a utility rate study, entitled "City of Winter Haven 2024 Utility Rate Study" and dated August 15, 2024 (the "Study"), a copy of which is attached hereto as Exhibit "A" and incorporated in this clause as if fully set forth herein, which has provided a thorough fiscal analysis of the City's water, sewer and reclaimed water revenues generated from utility user rates, fees and charges and municipal expenses in the form of administrative costs, operating and maintenance activities, debt service payments, renewal/repair and replacement charges ("repair and replacement" or "R&R"), fund transfers, minor capital costs, major capital costs, and regional water cooperative charges and costs; and

WHEREAS, based on its Study, Raftelis recommends that the City revise its current rate schedule to adjust and increase the City's effective rates for water, sewer and reclaimed water service; to provide revenue for necessary capital repair and

replacement costs of the City's utility system infrastructure and related facilities; to assess a Polk Regional Water Cooperative Surcharge per customer class, base charge type, and usage block, as more particularly identified in schedules 1-R, copies of which are attached hereto as Composite Exhibit "B" and incorporated in this clause as if fully set forth herein, to offset the City's fees, charges, and capital expenses for alternative water supply provided by the Polk Regional Water Cooperative; and to, effective October 1, 2024 and automatically thereafter on each October 1 through October 1, 2028, increase all rates, fees and charges annually in the amounts set forth in schedules 1-R attached hereto as Composite Exhibit "B", and automatically on October 1, 2029 and automatically on each October 1 thereafter, increase all rates, fees and charges by no less than 2.5%, all without hearing; and

WHEREAS, the City Commission of the City of Winter Haven finds that the proposed revisions to Chapter 19 of the City of Winter Haven Code of Ordinances, the proposed revisions to the City's utility rates for water, sewer and reclaimed water service, the proposed inclusion of an administrative fee, a repair and replacement fee, and a Polk Regional Water Cooperative surcharge in the City's uniform rate structure, the proposed adjustment to the schedule of Miscellaneous Charges and Fees and other municipal services fees, and the proposed automatic annual increases without the need for any further hearing for all utilities rates, fees, and charges in the amounts as set forth in schedules 1-R attached hereto as Composite Exhibit "B" in years 2024 through 2028, for all rates, fees, and charges on the schedule of Miscellaneous Charges and Fees and other municipal services fees beginning October 1, 2025 and each October 1 thereafter by an amount no less than 2.5%, and, for all utilities rates, fees, and charges in said schedules 1-R, beginning October 1, 2029 and each October 1 thereafter by an amount no less than 2.5%, promote the public health, safety, and general welfare of the community and further find it expedient to amend and revise provisions of the City's Utilities Code relating to the same as well as to provide for automatic annual increases without the need for hearing as expressed in this Ordinance; and

WHEREAS, based on its Study, Raftelis recommends that the City revise its current schedule of Miscellaneous Charges and Fees including municipal services fees to adjust and increase the City's effective rates for water meter installation, irrigation meter installation, temporary/construction/hydrant meter, meter box upgrade (traffic bearing), sewer inspection, lien search fee, new account/initial turn on, irrigation turn on, transfer of account, 15 day temporary service, unauthorized connections/tampering, and delinquent account reactivation and turn-on; and

WHEREAS, based on the recommendations made by Raftelis in the Study, the City's Utilities staff recommends, and the City Commission of the City of Winter Haven, Florida so finds, that adjustments to the water meter installation, the irrigation meter installation, the temporary/construction/hydrant meter, meter box upgrade (traffic bearing), sewer inspection, and lien search fee components of the schedule of Miscellaneous Charges and Fees and other municipal services fees, attached hereto as Exhibit "C" and incorporated in this clause as if fully set forth herein, are warranted and should be adopted by the City Commission to be effective on October 1, 2024; and,

WHEREAS, notwithstanding recommendations made by Raftelis in the Study to increase the rates, fees, and charges for new account/initial turn on, irrigation turn on, transfer of account, 15 day service, unauthorized connections/tampering, and delinquent account reactivation and turn on, City management and the City's utilities staff recommend, and the City Commission of the City of Winter Haven so finds, that the proposed increases to these customer-facing fees require further study and examination and, as such, the periodic inflation increase of 2.5% only is warranted and should be adopted by the City Commission effective on October 1, 2024; and

WHEREAS, based on the Study by Raftelis, and the historic utility billing practices of the City of Winter Haven, Florida, the City's utilities staff recommends, and the City Commission of the City of Winter Haven so finds, that all rates, fees, and charges on the schedule of Miscellaneous Charges and Fees and other municipal services fees should increase automatically on October 1, 2025, and each October 1 thereafter, by no less than 2.5%, all without hearing; and

WHEREAS, based on the Study by Raftelis and in furtherance of efforts to provide efficiencies and implement best management practices, the City's Utilities staff recommends, and the City Commission of the City of Winter Haven so finds, that revisions to Chapter 19 of the City's Code of Ordinances, and in particular revisions to schedule 1-R and revisions to the schedule of Miscellaneous Charges and Fees and other municipal services fees, as recommended by Raftelis, by City management, and by City Staff, are warranted and should be adopted by the City Commission; and

WHEREAS, in reliance upon the opinions of the City's professional staff as well as its own collective assessment, the City Commission finds that this Ordinance, which adopts increased rates, fees, and charges, for customers and users of the City's water and sewer utility systems and other municipal systems, relates to and constitutes a revenue source necessary to fund the budget of the City of Winter Haven, Florida and, as such, finds and declares this Ordinance to be exempt from the business impact estimate requirement imposed by general law pursuant to Section 166.041(4)(c)3. of the Florida Statutes.

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

1. That the above whereas clauses are hereby incorporated herein and are a factual basis for the passage of this Ordinance.

2. Section 19-136 of the City of Winter Haven Code of Ordinances is hereby amended to read as follows (new text is <u>underlined</u> and deleted text is ~~stricken through~~ and incorporated herein by reference):

19-136. - Schedule of standard rates for water, including reuse water, if applicable, and wastewater service.

(a) *Established.* There is hereby established a uniform rate structure providing for a billing charge, base charges, conservation inclining water usage block rates, wastewater usage rates, and reuse water usage rates, with applicable amounts for the use, or the reasonable availability for use, of the services and facilities of the city water system, including but not limited to the city reuse water system, and the city sewerage system, by each connection to each of the city's water system including but not limited to reuse water system, if applicable, and sewerage system. ~~, which rates, fees, and charges~~

(b) *Schedule 1-R.* A schedule of all effective rates, fees, and charges comprising the uniform rate structure and consisting of inside city and outside city rates, fees, and charges, to be known as "schedule 1-R", shall be created and kept on file in the city clerk's office. All references made in this Article to schedule 1-R shall mean the effective schedule of all rates, fees, and charges comprising the adopted uniform rate structure, other than miscellaneous fees and fees established elsewhere in this code.~~, which are on file in the city clerk's office and attached hereto as schedule 1-R which consists of inside city and outside city rates, fees, and charges which is hereby incorporated in this section as if fully set forth herein.~~

(c) *Adoption of schedules 1-R for years 2024, 2025, 2026, 2027 and 2028.* Attached hereto as Composite Exhibit "B" and incorporated in this section as if fully set forth herein are schedules 1-R, each of which is adopted by the city commission and each of which shall become effective on October 1 in years 2024, 2025, 2026, 2027, and 2028 as indicated thereon. Commencing on ~~May 1, 2022~~ October 1 of 2024, and effective each October 1 ~~thereafter~~ through 2028, or until amended and/or revised by the city commission, all city water, including but not limited to, reuse water if applicable, and wastewater, rates, fees and charges shall, without hearing, be ~~in~~ the amounts ~~as~~ set forth in the adopted copy of ~~schedule~~ schedules 1-R ~~(revised~~ effective October 1 for the calendar year. ~~May 1, 2022)~~ ~~attached hereto and hereby incorporated in this section as if fully set forth herein which schedule of rates, fees, and charges are and shall be on file in the city clerk's office~~

(d) *Automatic escalator for years 2029 and thereafter.* Commencing on October 1 of 2029 and effective each October 1 thereafter ~~These rates shall include an automatic two and one-half percent (2 ½%) increase each May 1 through 2025. Thereafter on each May 1~~, all city water, including but not limited to, reuse water if applicable, and wastewater, rates, fees and charges then in effect shall be automatically increased, without hearing, two and one-half percent (2 ½%).

(e) An administratively-revised schedule 1-R setting forth all city water,

including but not limited to, reuse water if applicable, and wastewater, rates fees and charges then in effect as of each ~~May 1~~ October 1 shall be on file in the city clerk's office.

3. Section 19-138 of the City of Winter Haven Code of Ordinances is hereby amended to read as follows (new text is underlined and deleted text is ~~stricken through~~ and incorporated herein by reference):

Sec. 19-138. - Billing charges, monthly water including but not limited to reuse water, if applicable, wastewater, and wastewater circumstantial service rates for single-family, multifamily, and other residential; commercial; and enterprise customers.

(a) *Billing charge*. A billing charge shall be charged for each customer bill for water including but not limited to reuse water, if applicable, and wastewater service, to include a per bill administrative fee and a per bill repair and replacement fee, as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein.

(b) *Monthly base charges.* The monthly base charges for water and wastewater customers shall be based on the connection's customer classification, EMC per meter size on an equitable basis and as more particularly set forth on schedule 1-R attached hereto which consists of inside city and outside city rates which is hereby incorporated in this section as if fully set forth herein. Schedule 1-R shall also be on file with the city clerk's office. The monthly base charges for reuse water customers shall be based on the connection's customer classification, and equivalent irrigation connection (EIC)~~,~~ on an equitable basis and as more particularly set forth on schedule 1-R attached hereto which consists of inside city and outside city rates which is hereby incorporated in this section as if fully set forth herein.

(c) *Usage charge.* The usage charge for:

(1) Water shall be based on uniform conservation inclining water usage blocks per EMC per customer class and the water usage rates per 1,000 gallons per usage block as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein;

(2) Wastewater, other than a wastewater circumstantial customer as classified by the city and more particularly set forth in this section, shall be based on metered water usage and wastewater usage rate per 1,000 gallons where available as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein;

(3) For single family residential, the monthly wastewater usage charge shall be limited to 10,000 gallons of usage per month as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein; ~~and~~

(4) Reuse water shall be based on the metered reuse water and usage rate per 1,000 gallons as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein~~.~~;

(5) For wastewater circumstantial customers, the monthly charges shall be as set forth on schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein and which shall be on file in the city clerk's office which will also be memorialized in written agreements entered into between the customer and the city as recommended by the utility director and approved by the city manager and the city manager is hereby authorized to enter into and execute such agreements; and

(6) Water users shall be assessed a Polk Regional Water Cooperative Surcharge per customer class, base charge type, and usage block as more particularly identified in schedule 1-R attached hereto which is hereby incorporated in this section as if fully set forth herein, to offset the City's fees, charges, and capital expenses for alternative water supply provided by the Polk Regional Water Cooperative.

The usage rates for water including but not limited to reuse water, if applicable, and wastewater, are on an equitable basis as more particularly set forth on schedule 1-R attached hereto which consists of inside city and outside city rates which is hereby incorporated in this section as if fully set forth herein. Schedule 1-R shall also be on file with the city clerk's office.

(d) *Definitions.*

(1) *Single family residential.* A single-family residential water, and/or wastewater connection is defined as a one-family living unit including individually metered multifamily residential dwelling units. Single family connections requesting potable water connection through a water meter sized greater than two (2) inches must first be approved by the city manager.

(2) *Multifamily residential.* A multifamily residential water, and/or wastewater connection is defined as having three (3) or more family living units. The above charges are to apply to each multifamily master water meter in cases where there are more than one (1) meter.

(3) *Wastewater circumstantial customer.* A customer classification applicable when the utility director determines that conventional measurement of wastewater service based on potable water meter flow reading is not available and customer's wastewater flows can be reasonably measured by use of a lift station flow meter or other such device, as approved by the utility director, located at a lift station used solely by the customer. These customers will be required to enter into a written agreement with the city as recommended by the utility director and approved by the city manager that memorializes the terms and conditions of such wastewater circumstantial utility services upon connection to the wastewater system. A new wastewater circumstantial customer will be required to purchase and install the metering device at his own expense. After installation and acceptance by the city, the city shall take ownership and all future responsibility of the device.

(4) *Commercial.* Commercial water and/or wastewater connection is defined as all other connections not included in single-family residential, multifamily residential, wastewater circumstantial customer, enterprise, municipal, and industrial.

(5) *Enterprise.* An enterprise water connection is defined as a connection that in the opinion of the city manager or his designee is considered to be involved with:

a. Community driven health, safety, welfare or community economic activities; or

b. A process driven water users such that the connection is either self encouraged to conserve water or reduction is not feasible.

(6) *Municipal.* A municipal water including but not limited to reuse water, if applicable, and/or wastewater connection is defined as a connection established for the benefit of the city.

(7) *Industrial wastewater.* An industrial wastewater connection is defined as a connection that in the opinion of the city manager or his designee is considered to have the potential of sewage discharges that may exceed the maximum sewage discharge characteristics set forth in section 19-69.

(8) *Reuse water connection classifications.*

a. *General service.* A general service connection is defined as a

reuse water connection that is applicable to all properties throughout the service area where reuse is available and that is not i) a Large User as defined herein; or ii) a user that has an individually negotiated agreement for reuse service as recommended by the utility director and approved by the city commission.

b. *Large users.* Large users are customers with connections with a potential Average Daily Demand (ADD) of 75,000 gallons per day of reuse water and greater.

c. *Large users with pressure.* Large user with pressure connections are defined as customers with a potential average daily demand (ADD) of 75,000 gallons of reuse water and greater where the utility provides reuse water pressure to facilitate irrigation or other use by customer and that enter into a reuse water large user agreement with the city that provides for specific reuse services, charges, rates, and other items, as recommended for approval by the utility director and approved by the city commission.

d. *Large users non-pressure.* Large user non-pressure connections are defined as customers with a potential average daily demand (ADD) of 75,000 gallons per day of reuse water and greater where the utility does not provide reuse water pressure to facilitate irrigation or other use by the customer and that enter into a reuse water large user agreement with the city that provides for specific reuse services, charges, rates, and other items, as recommended for approval by the utility director and approved by the city commission.

e. *Large users disposal/interruptible.* Large user disposal/interruptible connections are defined as customers with a potential average daily demand (ADD) of 75,000 gallons per day of reuse water and greater where the city does not provide reuse water pressure and service can be interrupted anytime by the city and such connections are approved by the utility director and that enter into an agreement with the city that provides for specific reuse services, charges, rates, and other items, as recommended for approval by the utility director and approved by the city commission.

f. *Equivalent irrigation connection (EIC)*. An EIC is defined as the greater of:

1. One (1) single-family lot fifteen thousand (15,000) square feet or less;

2. Five hundred (500) gallons per day of required reuse service;

3. Five thousand six hundred (5,600) square feet of area to be irrigated.

(8) *Equivalent meter connection (EMC).* An EMC for monthly rates and charges is defined as the demand associated with a typical single-family residential dwelling unit with a standard ⅝-inch by ¾-inch water meter connection. All single-family residential connections shall be one (1) EMC. EMCs for water and/or wastewater service other than single family residential shall be:

Meter Size	EMC Factor
⅝ x ¾	1
1.0	2.5
1.5	5.0
2.0	8.0
3.0	16.0
4.0	25.0
6.0	60.0
8.0	80.0
10.0	115.0
Any other size	To be determined by city manager or his designee

4. Section 19-152 of the City of Winter Haven Code of Ordinances is hereby amended to read as follows (new text is underlined and deleted text is ~~stricken through~~ and incorporated herein by reference):

Sec. 19-152. - ~~Rate schedule~~ Surcharge for service customers outside city limits.

There is hereby established a ~~rate schedule~~ surcharge for customers of the city water and sewerage system outside the city limits ~~which is on file in the city clerk's office~~. All water including but not limited to reuse water, if applicable, and/or sewer (wastewater) customers outside the boundaries of the city that receive water including but not limited to reuse water, if applicable, and/or sewer (wastewater) service from the city shall be charged a surcharge on all water including but not limited to reuse water, if applicable, and/or sewer (wastewater) rates, fees, and charges established by this code, including

those rates, fees, and charges as more particularly set forth on schedule 1-R which consists of inside city and outside city rates on all water including but not limited to reuse water, if applicable, and/or sewer (wastewater), and those rates, fees, and charges on the schedule of Miscellaneous Charges and Fees and other municipal services fees, and all other water including but not limited to reuse water rates, sewer rates, customer service charges, connection fees and tap fees, as authorized by F.S. ch. 180.

~~(1) *Minimum monthly rates by meter size.* Minimum monthly rates according to meter size shall be charged in accordance with the schedules on file in the city clerk's office. The minimum sewer (wastewater) rates shall be calculated in accordance with the minimum water gallonage and the applicable sewer (wastewater) rate which is on file in the city clerk's office.~~

~~(2) *Sewer tap inspection fee.* The sewer tap inspection fee is on file in the city clerk's office.~~

~~(3) *Inspection, permit fee.* The inspection and permit fee schedule for private wells and lake water irrigation systems is on file in the city clerk's office.~~

~~(4) *Industrial wastewater metering charges by meter size.* Industrial wastewater metering charges by meter size are on file in the city clerk's office.~~

~~(5) *Collection charge.* A monthly charge for collecting wastewater will be computed on the basis of an amount per thousand (1,000) gallons for out-of-city collection which is on file in the city clerk's office.~~

~~(6) *Surcharge on monthly water including but not limited to reuse water, if applicable, and sewer rates outside city limits.* All water including but not limited to reuse water, if applicable, and/or sewer (wastewater) customers outside the boundaries of the city that receive water including but not limited to reuse water, if applicable, and/or sewer (wastewater) service from the city shall be charged a surcharge on the rates, fees, and charges established herein as more particularly set forth on schedule 1-R attached hereto which consists of inside city and outside city rates which is hereby incorporated in this section as if fully set forth herein on all water including but not limited to reuse water, if applicable, rates, and sewer rates, customer service charges, connection fees and tap fees, as authorized by F.S. ch. 180. Schedule 1-R shall also be on file in the city clerk's office.~~

5. The City Commission of the City of Winter Haven, Florida finds and declares its legislative intent that: (a) all references to schedule 1-R in Chapter 19 of the Code of Ordinances of the City of Winter Haven, Florida should, between the effective date of this Ordinance and October 1, 2024, refer to the then-current version of schedule 1-R on file with the City Clerk's office, and, beginning October 1, 2024 and each October 1 thereafter through October 1, 2028, refer to the then-effective version of schedule 1-R attached

hereto as part of Composite Exhibit "B" incorporated in this section as if fully set forth herein; (b) the modifications, adjustments, and deletions made to the text of Section 19-152 of the Code of Ordinances of the City of Winter Haven, Florida in Section 4 of this Ordinance should not be interpreted as, or construed to be, a repeal of any of the City's utility rates, fees, or charges as the utility rates, fees, and charges mentioned in paragraphs (1) through (5) of Section 19-152 of the Code of Ordinances of the City of Winter Haven, Florida, are duly enacted, adopted, and codified elsewhere in Chapter 19 of said Code and notwithstanding the foregoing the adoption of this Ordinance shall act as a ratification of the same; and (c) the modifications, adjustments, and deletions made to the text of paragraphs (1) through (5) of Section 19-152 of the Code of Ordinances of the City of Winter Haven, Florida are in the nature of clarifying said Code and removing duplicative text therefrom.

6. A revised and updated schedule of Miscellaneous Charges and Fees and other municipal services fees, attached hereto as Exhibit "C" and incorporated in this section as if fully set forth herein, which shall be effective October 1, 2024, and shall be kept on file at the city clerk's office, is formally adopted by the City Commission of the City of Winter Haven, Florida. Commencing on October 1 of 2025 and effective each October 1 thereafter all rates, fees, and charges on the schedule of Miscellaneous Charges and Fees and other municipal services fees shall be automatically increased by two and one-half percent (2 ½%) without the need for further hearing. An administratively-revised schedule of Miscellaneous Charges and Fees and other municipal services fees shall be on file in the city clerk's office.

7. All other provisions of Chapter 19 not repealed, amended and/or revised in this Ordinance shall remain in full force and effect. Provided further that all other miscellaneous rates, fees, and charges including but not limited to water and sewer connection fees, stormwater fees, reuse/garbage/solid waste fees, and other municipal services fees are not repealed by this Ordinance and shall remain in full force and effect. Subject to the foregoing, all ordinances or parts of ordinances in conflict or inconsistent with provisions of this Ordinance are hereby repealed but only to the extent necessary to give this Ordinance full force and effect.

8. Schedules 1-R, copies of which are attached hereto and incorporated herein as Composite Exhibit "B" to this Ordinance, are hereby adopted and shall, on their effective dates, replace the then-current version of schedule 1-R on file with the City Clerk.

9. 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.

10. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Winter Haven Code of Ordinances; and that sections of this Ordinance may be renumbered or relettered and the word O*rdinance* may be changed to *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 typographical errors which do not affect the intent may be authorized by the City Manager or his/her designee without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

11. All notice requirements under Section 180.136 of the Florida Statutes have been complied with prior to adoption of this Ordinance.

12. This Ordinance shall take effect immediately upon adoption after a Second and Final Reading provided however that the rates, fees, and charges established herein shall not take effect until October 1, 2024, and apply to bills in the first full billing cycle after October 1, 2024 it being the intent not to impose pro-rated rates, fees, and charges established herein and effective on October 1, 2024.

INTRODUCED on first reading this 26th day of August, 2024.

PASSED on second and final reading after a public hearing this 10th day of September, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

ORDINANCE O-24-41

EXHIBIT “A”

CITY OF WINTER HAVEN 2024 UTILITY RATE STUDY
AUGUST 15, 2024

City of

Winter Haven

2024 Utility Rate Study

August 15, 2024

RAFTELIS

RAFTELIS

August 15, 2024

Mr. Gary Hubbard
Utility Director
City of Winter Haven
401 6th Street SW
Winter Haven, FL 33880

Subject: 2024 Utility Rate Study

Dear Mr. Hubbard,

Pursuant to our agreement with the City of Winter Haven (City), Raftelis conducted a 2024 Water and Wastewater Utility (Utility) rate study to determine the adequacy of the user rates, fees, and charges taking into consideration ongoing customer and demand growth, along with major investments in wastewater treatment facilities, and participation in the Polk Regional Water Cooperative to provide future water supply for the City and across the County. This report provides the analysis, findings, conclusions, and recommendations. Professional care was used in identifying and utilizing data, assumptions, and estimates such that the rate structure and rates reasonably recovers the costs of providing services to customers within the City's service area.

Thanks and appreciation is extended to the City for this opportunity and to the fine staff members that provided data and assisted in the study process.

Sincerely,
Raftelis



Joe Williams
Senior Manager



Michelle Galvin
Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751

www.raftelis.com

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Executive Summary

Background of the Study

The City of Winter Haven (City) provides water and wastewater service to properties located within and outside of the City limits. The City accounts for the water and wastewater funds and financial reporting as a combined enterprise fund (Utility). As an enterprise fund, the costs of providing service are recovered primarily through user fees. Specifically, the City recovers its water and wastewater utility costs through user rates and ancillary charges.

The City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to perform a rate study, including a review and update of the miscellaneous charges, for the Utility. Since the last study performed in 2021, there have been several changes including more well defined and imminent impacts from participation in the Polk Regional Water Cooperative (PRWC), accelerated customer growth, increased needs for renewal and replacement projects, and identification of needs for a major upgrade and expansion to Wastewater Treatment Plant 3. Raftelis has prepared this report to document our findings and conclusions. Raftelis updated an Excel-based financial model with the primary purpose to provide the City with a management tool to anticipate future needs, enhance operation and capital planning, and diminish the probability of sudden rate adjustments or other adverse financial conditions. This model can be updated periodically to estimate impacts of certain events such as new customer growth, large capital projects, etc. and overall revenue sufficiency over a multi-year period. This executive summary provides an overview of the study and includes findings and recommendations for future rate adjustments.

System Overview

The City last completed a revenue sufficiency review in 2021. Since that time, the City's customer base has continued to grow, and several large projects have been identified to support increased capacity on both the water and wastewater services. The continued customer growth, along with a certain level of uncertainty on future water supply from traditional groundwater sources from the water management district, has prompted the City to participate in the PRWC, which is a collection of Polk County utilities that are working together to obtain future alternative water supply, as directed in part by the Southwest Florida Water Management Districts (SWFWMD). On the wastewater side, the City has identified the need for significant improvements to increase the discharge capacity, expand the treatment plants, and expand the collection system to accommodate future growth. Each of these projects are having impacts on the System over the next several years and have been factored into the analysis to the extent information is available. Based on the forecast certain, rate adjustments have been identified as shown on the table below:

Table ES - 1: Recommended Water and Wastewater Rate Adjustments

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water Rates	2.50%	2.50%	2.50%	2.50%	2.50%
Wastewater Rates	7.50%	7.50%	7.50%	7.50%	7.50%

In addition to the rate adjustments identified above, that will be applied to the existing monthly user rates, two additional fees and charges are recommended for implementation to offset future costs of PRWC expenses and the ongoing need for renewal and replacement (R&R) projects.

The PRWC surcharge is calculated to recover the increased operating costs associated with the PRWC. This fee will be charged per 1,000 gallons for all consumption to all customer classes with the exception of the first block of single family residential and multi-family individually metered accounts. The City is in a position of participating in the PRWC due to multiple factors, primarily related to continued growth and development that result in additional water

demands and the need for new water capacity and from existing customer demands. While the primary capital costs for PRWC participation are being assigned to new development through the water connection fees, the annual costs will need to be recovered from the current users of the system. As such, and to transparently present the cost of PRWC to each customer, a PRWC surcharge has been calculated and will be assessed as a volumetric rate so that customers consuming higher quantities of water will pay a proportionate share of the costs. The development of the fee is provided on the table below:

Table ES - 2: PRWC Fee

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual PRWC Costs	$651,689	$1,019,388	$749,894	$3,412,937	$3,589,782
Annual Th. Gallons Sold	2,585,600	2,910,150	3,379,000	3,878,825	3,947,875
Calculated Rate per Th. Gallons	$0.25	$0.35	$0.22	$0.88	$0.91
PRWC Surcharge Per Th. Gallons [1]	**$0.25**	**$0.25**	**$0.25**	**$1.00**	**$1.00**

[1] For single family and multi-family individually metered accounts, this fee is not charged to the first block of consumption.
[2] The outside surcharge of 25% is applicable for this surcharge.

Additionally, as the City's utility system continues to age, the need for more renewal and replacement (R&R) projects has been identified by Utility staff. To account for this need, establishing an R&R charge was determined to be an advantageous effort that will also provide clarity and certainty to customers on where utility funds are being spent and the purpose of increased fees. This R&R charge will be collected through a new accounting line item and reserved specifically for R&R projects each year. For this Forecast Period, the R&R charge is being introduced at a manageable level and is intended to recover a portion of the annual R&R costs. In the future the City may consider additional increases to this charge to more closely recover the annual R&R project expenditures. This charge will be applied to each monthly bill pursuant to the number of units or meter size of the account.

Table ES - 3: R&R Charge

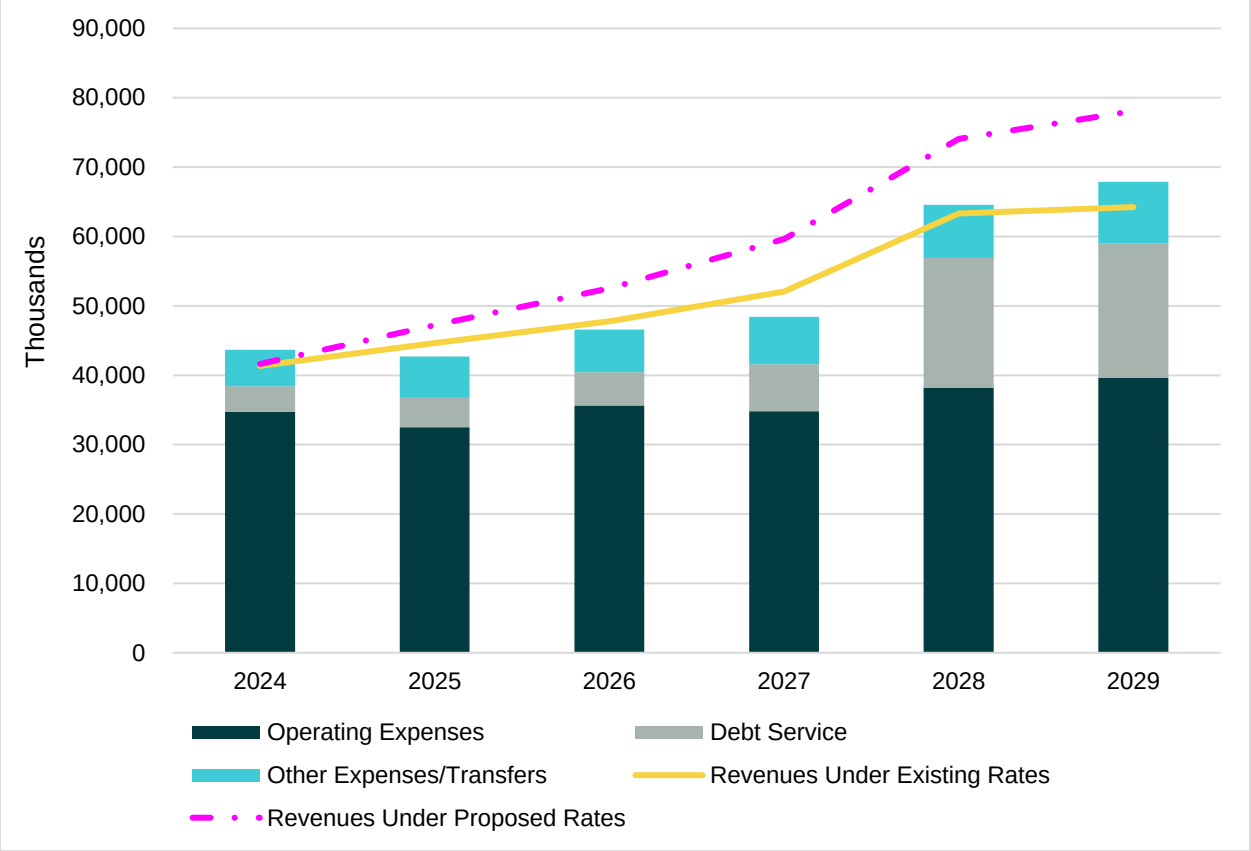
Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual R&R Expenditures					
Water Budget [1]	$648,000	$2,044,000	$2,025,800	$1,948,500	$1,930,000
Wastewater Budget [1]	4,151,100	4,417,300	2,796,400	2,476,000	2,524,300
Lift Station Replacements	1,245,600	1,307,900	1,373,300	1,441,900	1,514,000
Total Expenditures	$6,044,700	$7,769,200	$6,195,500	$5,866,400	$5,968,300
Total Water ERCs	56,636	57,947	59,258	60,569	61,880
Calculated Monthly R&R Charge	$8.89	$11.17	$8.71	$8.07	$8.04
Recommended Monthly R&R Charge [2]	**$1.50**	**$1.54**	**$1.58**	**$1.62**	**$1.66**

[1] Amounts from the annual operating budget from line item 4605 Repair and Maintenance Special, as shown on Exhibits 1 and 2.
[2] The escalation of this fee is based on the recommended 2.5% annual water rate adjustments.

As demonstrated above, the existing water rates are forecast to increase by 2.5% annually and will be supplemented by a new PRWC charge that will provide funding sufficient to cover the additional costs of this new water supply. The wastewater rates are forecast to increase at a higher rate of 7.5% each year, largely influenced by the recent cost increases to power, chemicals, and labor for operating the system as well as planning for repayment of a future debt issuance for the upgrade and expansion of Wastewater Treatment Plant 3. By elevating the rate adjustments for wastewater now in advance of the project and issuance of debt, it allows for a more phased and levelized approach and to avoid major one-time increases. Lastly, the R&R charge is being recommended to provide a funding source dedicated to addressing ongoing and increasing needs for these types of projects.

With the implementation of the proposed rate adjustments at the beginning of each fiscal year along with the proposed new PRWC and R&R charges, the cash flows are increased to levels that provide adequate funding required for the Utility's net revenue requirements and provide for additional funding for the CIP, achieving adequate financial metrics including debt service coverage, and allow for development of a reserve fund to assist with addressing future unknown capital improvement needs and emergencies.

Figure ES 1: Combined System Revenue Requirements



Recommendations

Based on the information, analysis, and discussions included in this report, it is recommended that:

1. The City proceed to establish the following inside City water rates, including the proposed PRWC surcharge, that will achieve rate objectives including conservation and include the rate adjustments identified each year of the forecast for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charges					
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$6.94	$7.11	$7.28	$7.46	$7.64
1-inch	17.35	17.77	18.20	18.65	19.10
1.5-inch	34.70	35.55	36.40	37.30	38.20
2-inch	55.52	56.88	58.24	59.68	61.12
3-inch	111.04	113.76	116.48	119.36	122.24
4-inch	173.50	177.75	182.00	186.50	191.00

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
6-inch	416.40	426.60	436.80	447.60	458.40
8-inch	555.20	568.80	582.40	596.80	611.20
10-inch	798.10	817.65	837.20	857.90	878.60
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$7.63	$7.82	$8.00	$8.20	$8.40
1-inch	19.08	19.54	20.02	20.51	21.01
1.5-inch	38.17	39.10	40.04	41.03	42.02
2-inch	61.07	62.56	64.06	65.64	67.23
3-inch	122.14	125.13	128.12	131.29	134.46
4-inch	190.85	195.52	200.20	205.15	210.10
6-inch	458.04	469.26	480.48	492.36	504.24
8-inch	610.72	625.68	640.64	656.48	672.32
10-inch	877.91	899.41	920.92	943.69	966.46
Enterprise/Municipal					
5/8-inch x 3/4-inch	$6.94	$7.11	$7.28	$7.46	$7.64
1-inch	17.35	17.77	18.20	18.65	19.10
1.5-inch	34.70	35.55	36.40	37.30	38.20
2-inch	55.52	56.88	58.24	59.68	61.12
3-inch	111.04	113.76	116.48	119.36	122.24
4-inch	173.50	177.75	182.00	186.50	191.00
6-inch	416.40	426.60	436.80	447.60	458.40
8-inch	555.20	568.80	582.40	596.80	611.20
10-inch	798.10	817.65	837.20	857.90	878.60
Volumetric Charges					
Residential					
Block 1 (0-5,000)	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5,001-10,000)	3.87	3.96	4.05	4.15	4.25
Block 3 (10,001-15,000)	6.90	7.07	7.24	7.42	7.60
Block 4 (Above 15,000)	8.62	8.83	9.05	9.27	9.50
PRWC Surcharge (All Usage Above 5,000)	0.25	0.25	0.25	1.00	1.00
Commercial & Enterprise / Municipal					
All Usage	$3.21	$3.29	$3.37	$3.45	$3.53
PRWC Surcharge (All Usage)	0.25	0.25	0.25	1.00	1.00
Irrigation					
Block 1 (0-5,000)	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5,001-10,000)	3.87	3.96	4.05	4.15	4.25
Block 3 (10,001-15,000)	7.72	7.91	8.10	8.30	8.50
Block 4 (Above 15,000)	10.08	10.33	10.58	10.84	11.11
PRWC Surcharge (All Usage)	0.25	0.25	0.25	1.00	1.00

2. The City proceed to establish the following wastewater rates for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charges					
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$10.29	$11.06	$11.88	$12.77	$13.72
1-inch	25.72	27.65	29.70	31.92	34.30
1.5-inch	51.45	55.30	59.40	63.85	68.60
2-inch	82.32	88.48	95.04	102.16	109.76
3-inch	164.64	176.96	190.08	204.32	219.52
4-inch	257.25	276.50	297.00	319.25	343.00
6-inch	617.40	663.60	712.80	766.20	823.20
8-inch	823.20	884.80	950.40	1,021.60	1,097.60
10-inch	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$11.31	$12.16	$13.06	$14.04	$15.09
1-inch	28.29	30.41	32.67	35.11	37.73
1.5-inch	56.59	60.83	65.34	70.23	75.46
2-inch	90.55	97.32	104.54	112.37	120.73
3-inch	181.10	194.65	209.08	224.75	241.47
4-inch	282.97	304.15	326.70	351.17	377.30
6-inch	679.14	729.96	784.08	842.82	905.52
8-inch	905.52	973.28	1,045.44	1,123.76	1,207.36
10-inch	1,301.68	1,399.09	1,502.82	1,615.40	1,735.58
Enterprise/Municipal					
5/8-inch x 3/4-inch	$10.29	$11.06	$11.88	$12.77	$13.72
1-inch	25.72	27.65	29.70	31.92	34.30
1.5-inch	51.45	55.30	59.40	63.85	68.60
2-inch	82.32	88.48	95.04	102.16	109.76
3-inch	164.64	176.96	190.08	204.32	219.52
4-inch	257.25	276.50	297.00	319.25	343.00
6-inch	617.40	663.60	712.80	766.20	823.20
8-inch	823.20	884.80	950.40	1,021.60	1,097.60
10-inch	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Volumetric Charges					
Residential					
All Usage (Capped at 10,000)	$5.93	$6.37	$6.84	$7.35	$7.90
Commercial & Enterprise / Municipal					
All Usage	$5.93	$6.37	$6.84	$7.35	$7.90

3. The City proceed to establish the following monthly R&R charge for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per the City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90
Enterprise/Municipal					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90

4. The miscellaneous fees, as outlined in Section 5, should be implemented to recover the costs of additional and specific services provided on an as needed basis to customers.

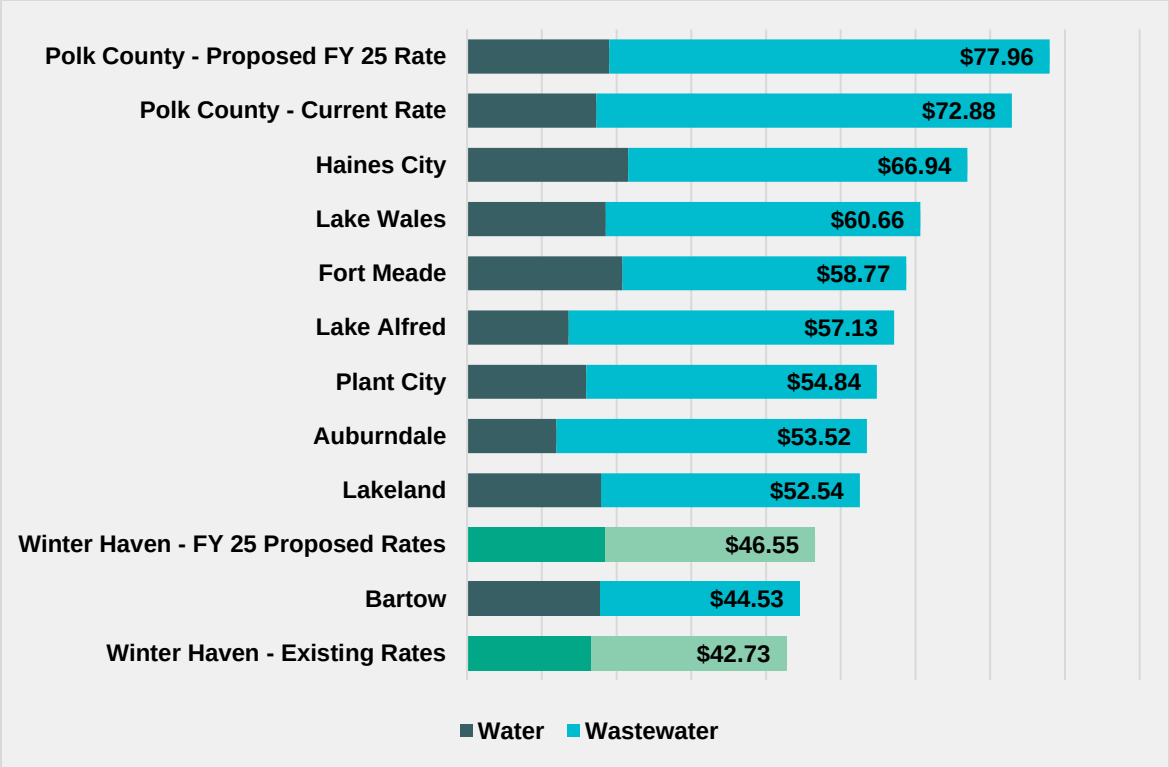
5. The City should monitor the financial position of the Utility on an annual basis and update the study within the next five-years as updated information becomes available for some of the major factors such as PRWC delivery timing and cost, WWTP 3 construction costs and debt financing terms, and continued customer growth from residential and industrial classes.

Local Comparison

A common activity used by administrators, management, customers, and other stakeholders during the utility rate setting and connection fee review process are comparisons of the existing and proposed rates to those of other nearby communities/utilities. Cost recovery through user rates, fees, and charges is a dynamic activity of utility enterprises, which for the most part, use common or similar names for the charge, rate, and fee components; However, in many instances these charges, rates, and fees are formulated using different methodologies, costs, and policies. The cost allocations and formulations of determinants for each rate, charge, or fee generally vary significantly. For example, based on the costs associated with the PRWC each entity receiving water will have differing impacts based on many factors including but not limited to: 1) the amount of water taken; 2) percentage of PRWC water compared to existing supply; 3) customer growth rates; and 4) existing investment into the utility system.

Nearby communities were contacted to obtain current water and wastewater rates and connection fees. The results for a typical 3,000 gallon per month single family water and wastewater customer bill were calculated and illustrated on Figure ES 1.

Figure ES 2: Local Single Family Rate Comparison at 3,000 Gallons



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Section 1. Introduction

Background

The City of Winter Haven (City) provides water and wastewater services to approximately 42,000 water customers and 27,000 wastewater customers located within and outside of the City's municipal limits. The City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to update the revenue sufficiency forecast of the water and wastewater system (System) to determine the ability to meet financial requirements including operating costs, Polk Regional Water Cooperative (PRWC) payments, capital improvements, and reserve fund requirements over the fiscal years (FY) 2024 through 2029 (Forecast Period). This report also addresses updates to the City's water and wastewater connection fees, which are charged to new development or redevelopment for additional utility capacity required. As identified below, the City faces unprecedented and extraordinary circumstances regarding new capital facilities and the cost of such improvements which justify an immediate need to implement revised water and wastewater connection fees without a phase in over time.

Summary of Report

In addition to Section 1, this report is subdivided into five (5) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2. Customers and Existing Rates – This section summarizes the existing rate structures along with illustrating the historical and projected customers and sales. Projections are primarily based off recent historical trends and expected future growth with a conservative outlook.

Section 3. Revenue Requirements – This section summarizes the forecast of revenue requirements, which serves as the basis for the revenue sufficiency analysis. Included in this section is a discussion of the assumptions utilized in the forecast of operating and maintenance expenditures, debt service requirements, and capital improvement needs.

Section 4. Revenue Sufficiency – This section provides the future revenue forecast from existing rates based on the projected customers and sales identified in Section 2. The forecasted revenues are compared to the revenue requirements identified in Section 3 to determine the level of rate adjustments needed. Once the necessary rate adjustments are identified, there is a projection of fund balances and debt service coverage. Additionally, the water and wastewater rates for FY 2025 are compared to customer bills with other nearby communities.

Section 5. Miscellaneous Fees – This section summarizes the miscellaneous fees reviewed and calculates updated fees and charges.

Section 6. Findings, Conclusions and Recommendations – This section summarizes the findings, conclusions, and recommendations developed during the course of this study, resulting from various data reviews and analysis performed.

Section 2. Customers and Existing Rates

General

A major component in the determination of sustained revenue sufficiency for water and wastewater service is the development of a forecast of customers and sales, to which existing rates are applied to calculate revenues. The customer and sales forecasts are essential components of this study that help to align the timing of future rate adjustments with capital projects and anticipated increases to ongoing operations. This section provides a discussion of the recent historical trends and the forecast of customers through FY 2029.

The primary revenues of the System are generated from user fees, miscellaneous charges for specifically requested services, penalties, and interest earnings. Additionally, the utility system recovers costs through connection fees, which are reserved for payment of debt service and or expansion related capital improvements. The primary source of revenue is from the monthly user fees, which were updated in 2022 pursuant to Ordinance O-22-03 adopted on January 24, 2022. Ordinance O-22-03 included rate adjustments for water and wastewater through May 1, 2025.

Existing Rate Structure and Rates

The existing water and wastewater structure utilizes two components for the generation of monthly revenues: base and usage charges. The current water base charge is a fixed monthly amount charged to each customer receiving water service pursuant to the service class and the water meter size and includes no minimum allowance for gallons. For single family residential and individually metered multi-family residential customers, the water usage charges are billed on an inclining block basis to encourage conservation, with a four-block structure. Block 1 ranges from 0 to 5,000 gallons, Block 2 ranges from 5,001 to 10,000 gallons, Block 3 ranges from 10,001 to 15,000 gallons and Block 4 is applied to all usage above 15,000 gallons. Commercial, multi-family master metered, and enterprise/municipal customers are charged a uniform rate for all consumption. The current wastewater base charge is a fixed monthly amount applied to each customer pursuant to the service class and the water meter size and included no minimum allowance for gallons. All service types pay a uniform consumption rate per 1,000 gallons with single family and multi-family individually metered residential accounts' usage capped at 10,000 gallons a month. The City charges 25% more to water and wastewater customers outside of the City limits.

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Table 1: Existing FY 2024 (May 1, 2024) Water Rates

Description	Existing Rates
Base Charges	
Single Family/Multi-Family Indiv. Metered	
5/8-inch x 3/4-inch	$6.78
1-inch	16.90
1.5-inch	33.78
2-inch	54.03
3-inch	108.06
4-inch	168.85
6-inch	405.21
8-inch	540.28
10-inch	776.68
Commercial/Multi-Family Master Metered	
5/8-inch x 3/4-inch	$7.46
1-inch	18.66
1.5-inch	37.32
2-inch	59.70
3-inch	119.41
4-inch	186.55
6-inch	447.70
8-inch	596.93
10-inch	858.09
Enterprise/Municipal	
5/8-inch x 3/4-inch	$6.78
1-inch	16.90
1.5-inch	33.78
2-inch	54.03
3-inch	108.06
4-inch	168.85
6-inch	405.21
8-inch	540.28
10-inch	776.68
Volumetric Charges	
Residential	
Block 1 (0-5,000)	$2.25
Block 2 (5,001-10,000)	3.78
Block 3 (10,001-15,000)	6.18
Block 4 (Above 15,000)	7.87
Commercial & Enterprise / Municipal	
All Usage	$3.14
Irrigation	
Block 1 (0-5,000)	$2.25
Block 2 (5,001-10,000)	3.78
Block 3 (10,001-15,000)	6.92
Block 4 (Above 15,000)	9.20

Table 2: Existing FY 2024 (May 1, 2024) Wastewater Rates

Description	Existing Rates
Base Charges	
Single Family/Multi-Family Indiv. Metered	
5/8-inch x 3/4-inch	$9.58
1-inch	23.90
1.5-inch	47.80
2-inch	76.44
3-inch	152.87
4-inch	238.87
6-inch	563.56
8-inch	764.33
10-inch	1,098.72
Commercial/Multi-Family Master Metered	
5/8-inch x 3/4-inch	$10.52
1-inch	26.30
1.5-inch	52.59
2-inch	84.11
3-inch	168.21
4-inch	262.83
6-inch	630.73
8-inch	840.97
10-inch	1,208.91
Enterprise/Municipal	
5/8-inch x 3/4-inch	$9.58
1-inch	23.90
1.5-inch	47.80
2-inch	76.44
3-inch	152.87
4-inch	238.87
6-inch	563.56
8-inch	764.33
10-inch	1,098.72
Volumetric Charges	
Residential	
All Usage (Capped at 10,000)	$5.52
Commercial & Enterprise / Municipal	
All Usage	5.52

Current and Projected Customers

The City provided historical billing statistics for fiscal year 2023 in Microsoft-Excel format which included data on every bill issued during the FY 2023 period (October 1, 2022 through September 30, 2023). The statistics included account numbers, user type, water meter size, metered monthly usage, and the annual bill amounts. The historical customers served and the trends in growth and water use/billed wastewater flow per equivalent residential connection (ERC) provided the basis for the forecast of customers through FY 2029.

A billing frequency analysis was performed and provides historical actual data associated with the number of accounts and ERCs together with the average monthly billable consumption per rate block by customer class. These billable flows per block are considered reliable indicators for ratemaking and projection purposes, as average usage trends are not anticipated to vary materially from year to year except for periods experiencing unusual weather conditions. Certain information such as distribution of consumption by usage block and other key items were assumed to be consistent with the most current billing frequency analysis. Additionally, as new customers connect to the system, it is anticipated that they will demonstrate similar consumption trends as the existing customers based on the mix of services received between water and wastewater and whether or not they have a second meter for irrigation.

Conversations with City staff together with an understanding of recent trends, as well as the desire to maintain a conservative approach to forecasting customer growth, an annual average water customer growth rate of 3.2% is assumed in FY 2024, 3.1% in FY 2025, and an annual average of 2.3% in FY 2026 – 2028. The wastewater customer growth is based on the water customer forecast and assumes that all new development has both water and wastewater services.

The City is anticipating two new industrial users as well as several temporary interconnections with nearby municipalities to connect to the water and wastewater utility systems in the near future. The largest of the considerations is Project Mist with plans to begin taking 0.70 MGD of water and 0.30 MGD of wastewater in FY 2026 and increasing their consumption to 3.10 MGD of water and 1.30 MGD of wastewater by FY 2028. Connection fees for Project Mist and the second industrial users are expected to be collected in phases as more capacity is needed. Table 5 demonstrates the anticipated flows of the new industrial and temporary users.

A summary of the forecasted growth in water customer accounts, ERCs and billable consumption are provided in the table below with more detailed information by customer class provided in Exhibit 3 at the end of this report.

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Table 3: Water & Irrigation Customer Forecast

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Average Monthly Accounts						
Inside City						
Residential	24,779	25,558	26,164	26,770	27,376	27,982
Multi-Family Master Metered	256	264	270	276	282	288
Commercial	2,000	2,063	2,112	2,161	2,210	2,259
Enterprise & Municipal	234	234	234	234	234	234
Subtotal Inside City	27,269	28,119	28,780	29,441	30,102	30,763
Outside City						
Residential	14,107	14,551	14,897	15,243	15,589	15,935
Multi-Family Master Metered	171	176	180	184	188	192
Commercial	629	649	665	681	697	713
Enterprise & Municipal	8	8	8	8	8	8
Subtotal Outside City	14,915	15,384	15,750	16,116	16,482	16,848
Total Monthly Accounts	42,184	43,503	44,530	45,557	46,584	47,611
Average Monthly ERCs / Units						
Inside City						
Residential	25,722	26,531	27,160	27,789	28,418	29,047
Multi-Family Master Metered	1,207	1,245	1,273	1,301	1,329	1,357
Commercial	5,553	5,728	5,864	6,000	6,136	6,272
Enterprise & Municipal	1,291	1,291	1,291	1,291	1,291	1,291
Subtotal Inside City	33,773	34,795	35,588	36,381	37,174	37,967
Outside City						
Residential	18,964	19,561	20,026	20,491	20,956	21,421
Multi-Family Master Metered	367	378	386	394	402	410
Commercial	1,775	1,832	1,877	1,922	1,967	2,012
Enterprise & Municipal	70	70	70	70	70	70
Subtotal Outside City	21,176	21,841	22,359	22,877	23,395	23,913
Total Monthly ERCs / Units	54,949	56,636	57,947	59,258	60,569	61,880
Annual Consumption (Th. Of Gallons)						
Inside City						
Residential	1,525,305	1,560,025	1,597,625	1,607,850	1,645,550	1,683,050
Multi-Family Master Metered	171,400	176,900	180,800	184,800	188,700	192,800
Commercial	603,800	622,700	637,600	652,300	667,200	681,900
Enterprise & Municipal	296,100	296,100	296,100	296,100	296,100	296,100
Subtotal Inside City	2,596,605	2,655,725	2,712,125	2,741,050	2,797,550	2,853,850
Outside City						
Residential	930,635	955,475	978,475	992,350	1,015,150	1,038,150
Multi-Family Master Metered	67,800	69,900	71,400	72,900	74,500	76,000
Commercial	103,600	107,000	109,600	112,300	115,000	117,600
Enterprise & Municipal	5,200	5,200	5,200	5,200	5,200	5,200
Subtotal Outside City	1,107,235	1,137,575	1,164,675	1,182,750	1,209,850	1,236,950
Total Annual Consumption (Th. Of Gallons)	3,703,840	3,793,300	3,876,800	3,923,800	4,007,400	4,090,800

A summary of the forecasted growth in wastewater customers is provided in the table below with more detail provided in Exhibit 4.

Table 4: Wastewater Customer Forecast

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Average Monthly Accounts						
Inside City						
Residential	19,800	20,433	21,046	21,659	22,272	22,885
Multi-Family Master Metered	242	249	254	259	264	269
Commercial	1,445	1,494	1,532	1,570	1,608	1,646
Enterprise & Municipal	82	82	82	82	82	82
Subtotal Inside City	21,569	22,258	22,914	23,570	24,226	24,882
Outside City						
Residential	5,662	6,056	6,363	6,670	6,977	7,284
Multi-Family Master Metered	33	38	42	46	50	54
Commercial	204	222	236	250	264	278
Enterprise & Municipal	6	6	6	6	6	6
Subtotal Outside City	5,905	6,322	6,647	6,972	7,297	7,622
Total Monthly Accounts	27,474	28,580	29,561	30,542	31,523	32,504
Average Monthly ERCs / Units						
Inside City						
Residential	19,973	20,612	21,230	21,848	22,466	23,084
Multi-Family Master Metered	1,410	1,451	1,480	1,509	1,538	1,567
Commercial	4,151	4,292	4,401	4,510	4,619	4,728
Enterprise & Municipal	783	783	783	783	783	783
Subtotal Inside City	26,317	27,138	27,894	28,650	29,406	30,162
Outside City						
Residential	7,319	7,828	8,225	8,622	9,019	9,416
Multi-Family Master Metered	348	401	443	485	527	569
Commercial	747	813	864	915	966	1,017
Enterprise & Municipal	81	81	81	81	81	81
Subtotal Outside City	8,495	9,123	9,613	10,103	10,593	11,083
Total Monthly ERCs / Units	34,812	36,261	37,507	38,753	39,999	41,245
Annual Consumption (Th. Of Gallons)						
Inside City						
Residential	1,098,435	1,129,175	1,163,275	1,188,250	1,222,450	1,256,550
Multi-Family Master Metered	158,900	163,600	166,800	170,100	173,400	176,600
Commercial	320,200	331,000	339,400	347,900	356,300	364,700
Enterprise & Municipal	62,900	62,900	62,900	62,900	62,900	62,900
Subtotal Inside City	1,640,435	1,686,675	1,732,375	1,769,150	1,815,050	1,860,750
Outside City						
Residential	302,735	319,575	336,275	343,750	360,450	377,150
Multi-Family Master Metered	64,700	74,600	82,400	90,200	98,000	105,800
Commercial	91,900	100,000	106,300	112,600	118,900	125,100
Enterprise & Municipal	4,700	4,700	4,700	4,700	4,700	4,700
Subtotal Outside City	464,035	498,875	529,675	551,250	582,050	612,750
Total Annual Consumption (Th. Of Gallons)	2,104,470	2,185,550	2,262,050	2,320,400	2,397,100	2,473,500

The table below shows the anticipated demands of the new industrial and temporary users for water and wastewater with more detail provided on Exhibits 3 and 4:

Table 5: Industrial & Temporary Users

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
New Industrial - ERCs						
Project Mist	0	0	2,000	5,429	8,857	8,857
ILC	0	114	229	343	400	514
Total New Industrial - ERCs	0	114	2,229	5,771	9,257	9,371
New Industrial - Annual Consumption						
Project Mist	0	0	255,500	693,500	1,131,500	1,131,500
ILC	0	14,600	29,200	43,800	51,100	65,700
Total New Industrial - Annual Consumption	0	14,600	284,700	737,300	1,182,600	1,197,200
Temporary Users - Annual Consumption						
Dundee	0	54,750	54,750	73,000	91,250	0
Haines City	0	0	63,875	228,125	182,500	182,500
Eagle Lake	0	18,250	73,000	73,000	73,000	0
Total Temp. Users - Annual Consumption	0	73,000	191,625	374,125	346,750	182,500
Total Annual Consumption	0	87,600	476,325	1,111,425	1,529,350	1,379,700

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Section 3. Revenue Requirements

General

The City recovers the cost of providing water and wastewater services through the monthly user rates, fees, and connection fees. Operating cash revenue requirements is the term that defines the various components of cost associated with operating and maintaining the City's utility service. The sum of these cost components, less other income, represents the net revenue requirements that are funded from the monthly user rates and/or fees. The projected revenue requirements over the Forecast Period include the various generalized cost components described below:

- Operating and Maintenance (O&M) Expenses: These expenses include the cost of labor, insurance, utilities, contractual services, maintenance, materials, supplies, administration, and other items necessary for the operation and maintenance related to providing services. As will be discussed and demonstrated several times throughout this section, the City is a member of the PRWC for the purpose of obtaining water to serve future customers. The PRWC costs are included in this forecast as operating expenses.
- Debt Service: Debt service includes the principal and interest on outstanding debt obligations, and projected future debt issuances, payable from the net operating revenues.
- Other Revenue Requirements: This component of cost includes, in general, any ongoing capital improvements and replacements to be financed from revenues, transfers to reserves for future infrastructure rehabilitation or construction, transfers to the general fund, and funding of certain capital projects on a pay-as-you-go basis.

Projected Net Rate Requirements

The projected net rate requirements to be recovered through the monthly user rates, fees and charges were identified using the City's budget for FY 2024. Projections for fiscal years 2025 through 2029 reflect the anticipated impacts of inflation, labor and benefit adjustments, growth, and other increases affecting utilities. These impacts are addressed on a budget line-item basis using specific escalation factors. This process results in fiscal and net rate requirements that reasonably reflect future economic operating conditions of the System.

The primary assumptions utilized in the projection of net rate requirements for the years subsequent to FY 2024 are:

- Expenditures anticipated to be impacted by general inflation increase at 2.5 percent annually. This inflation level is in line with, and slightly higher than, the forecast provided by the Bureau of Labor Statistics in the June 2024 Economic Outlook report.
- Personnel salaries, merit and associated benefits increase in FY 2025 to reflected certain budgetary increases and 3.5 percent annually thereafter.
- Insurance expenses increase at 7.0 percent annually.
- General repair and maintenance expenses increase at 5.0 percent annually.
- There are currently six (6) outstanding loans for the water and sewer utility system. These loans include revenue bonds and State Revolving Fund (SRF) loans. A listing of each loan, along with repayment and a description of the issuance type, is provided below:

- Series 2010 Utility System Refunding Revenue Bond: This revenue bond has an annual payment of approximately $2,788,000, with annual payments through October 1, 2028.
- Series 2015 Utility System Refunding Revenue Bonds: This revenue bonds is structured to wrap around the Series 2010 with annual payments through October 1, 2035 and has an annual payment of approximately $715,000 through FY 2027, a payment of $357,500 in FY 2028, and a remaining annual payment of approximately $3,805,400 through FY 2035.
- SRF WW531320: This SRF Loan has an annual payment of approximately $47,406, with a 20-year repayment schedule through FY 2039.
- SRF WW531302: This SRF Loan has an annual payment of approximately $1,145,156, with a 20-year repayment schedule through FY 2045.
- SRF WW531340: This SRF Loan has an annual payment of approximately $84,197, with a 10-year repayment schedule through FY 2032.
- SRF WW531350: This SRF Loan has an annual payment of approximately $39,096, with a 10-year repayment schedule through FY 2032.
- The table below summarizes the annual debt service payments over the Forecast Period for the existing debt service obligations:

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Existing Senior Debt	$3,516,200	$3,492,400	$3,475,600	$3,460,600	$3,080,000	$3,805,000
Existing Subordinate Debt	170,700	743,300	1,315,900	1,315,900	1,315,900	1,315,900
Existing Debt Service Payments	$3,686,900	$4,235,700	$4,791,500	$4,776,500	$4,395,900	$5,120,900

- The general fund transfer is calculated based on 12.0% of the prior year's operating revenues.
- Miscellaneous revenues, such as meter installations and late charges, are projected to increase by general inflation.

CAPITAL IMPROVEMENT REQUIREMENTS AND FUNDING

The capital expenditures planned through FY 2029 are based on the City's capital improvement program (CIP), as provided by staff. The combined water and wastewater six-year CIP demonstrates the need for approximately $449.5 million of projects. Funding for these improvements is projected to be from a variety of mechanisms including, but not limited to, unrestricted reserve funds, connection fees, utility rates, grants, and additional loans. The table below illustrates the anticipated funding sources for the six-year CIP:

Table 6: Six-Year Capital Improvement Program Funding

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Utility Reserves	$11,160,486	$5,825,200	$9,164,800	$5,956,500	$5,557,300	$3,961,600	$41,625,886
Capital Reserves	15,900,000	9,528,000	29,027,800	26,980,867	23,985,500	7,771,000	113,193,167
Proposed 2024 SRF Loan	12,000,000	8,728,000	5,731,776	0	0	0	26,459,776
Proposed 2026 SRF Loan	0	0	5,994,500	2,861,000	0	0	8,855,500
Proposed 2026 Bonds	0	0	45,223,500	44,072,700	66,302,500	67,500,700	223,099,400
PRWC	2,550,000	1,038,000	3,154,090	2,252,700	0	0	8,994,790
Grants/Interlocal Agreements	1,298,014	3,645,600	11,723,234	5,577,733	2,476,600	2,511,700	27,232,881
Total	$42,908,500	$28,764,800	$110,019,700	$87,701,500	$98,321,900	$81,745,000	$449,461,400

The name, timing, and funding source for each individual project within the CIP are provided on Exhibit 7. As shown on the table above, the CIP relies on a significant amount of funding from issuing new debt and collection/ expenditure of connection fees (capital reserves). The connection fees are collected from new customers based on established rates that reflect the cost of providing necessary utility capacity for serving these customers. The new

large customers forecast for the ILC are anticipated to require a lot of treatment capacity and contribute their fair share towards the treatment portion of the connection fees.

The most significant project the City is undertaking is a major upgrade and expansion to Wastewater Treatment Plant 3 (WWTP 3). The WWTP 3 expansion project is forecast to increase the capacity of this facility from 7.50 MGD to 12.00 MGD and will be constructed in multiple phases. In addition to the expansion component of the project, an upgrade to a majority of the components of the facility is required due to having reach the end of the useful life and to ensure this plant operates at the desired levels and can continue to meet the increasing regulatory mandates for effluent. Design will begin in FY 2024 with construction starting in FY 2026. The City is likely to use a combination of wastewater connection fees and a new loan. The City has submitted a WIFIA loan, but will be closely monitoring the debt market for traditional revenue bonds versus the US Water Infrastructure Finance and Innovation Act[1] (WIFIA) loan, along with the availability of low interest State Revolving Fund Loans (SRF) to obtain the lowest cost of borrowing and interest rates. By leveraging debt funding, it will allow the City to keep rate adjustments to a minimum as well as to align repayment of this major expansion project with the future growth and development that will benefit from it. This project is estimated to cost approximately $214.6 million, factoring in future cost inflation. The City anticipates that grant funding will be available to fund a portion of the WWTP 3 project, however this study does not include grant funding for this project as there are not currently any official grants secured. If the City is able to secure grant funding, the forecast presented in this study may warrant a review and update to reflect any potential cost offsets in the recommended rate adjustments.

Both revenue bonds and State Revolving Fund (SRF) loans are anticipated for the construction, acquisition, and expansion of the water and wastewater system, as presented in Table 6. Three new loans are forecast including a 2024 SRF Loan, 2026 SRF Loan, and a 2026 Revenue Bond. For the purposes of this report, the funding for WWTP 3 is assumed to be provided in the form of a Revenue Bond. The loan assumptions and estimated repayment amounts are provided below:

Table 7: Proposed New Loans

Description	2024 SRF Loan [1]	2026 SRF Loan [2]	2026 Revenue Bonds [3]	Total Proposed
Estimated Project Cost	$26,459,776	$8,855,500	$223,099,400	$258,414,676
Loan Principal	$27,791,200	$9,194,400	$258,536,938	$295,522,538
Loan Term (Years)	20	20	30	
Interest Rate	2.00%	2.50%	4.45%	
Annual Debt Service Payment	$1,699,600	$589,800	$11,964,250	$14,253,650
First Year of Debt Service	2027	2027	2028	

[1] Construction period of three (3) years assumed. These loans will likely be split into additional loans at the time of application and issuance to reflect the water and wastewater projects separately, which is common practice with the FDEP SRF loan program.

[2] Construction period of one and a half (1.5) years assumed. These loans will likely be split into additional loans at the time of application and issuance to reflect the water and wastewater projects separately, which is common practice with the FDEP SRF loan program.

[3] Raftelis worked with the City's Financial Advisors, PFM, to obtain an estimated debt service repayment schedule along with terms. PFM provided a repayment schedule that included capitalized interest payments assumed for two (2) years, with principal and interest payments due in 2028. The debt service payments were also wrapped around the existing debt service to provide for level annual debt payments.

[1] The US Water Infrastructure Finance and Innovation Act (WIFIA) program as administered by the US Environmental Protection Agency (EPA).

PRWC COSTS

As previously mentioned, the City is a member of the PRWC along with 15 other municipalities, including Polk County, in both the Southeast Wellfield project area (SE Project) and the West Polk area (WP Project). This group was formed several years ago to begin planning for alternative water supply needed throughout the County since the demands on traditional water supply were forecasted to be strained and not available in the quantities needed. The PRWC has been working diligently with the Southwest Florida Water Management District (SWFWMD) to meet the various participation, capacity, source, and other requirements in order to obtain a significant amount of grant funding towards the alternative water projects.

For the City, commitments have been made to take a total 1.62 MGD of water capacity, starting with 0.25 MGD in FY 2025 and the remaining 1.27 MGD by FY 2030. PRWC is planning to begin delivering water to members in FY 2028 on a base-load capacity. Based on location and having transmission capacity available, Winter Haven will accept the PRWC water quantities for Lake Alfred and Auburndale at it's receiving facility and will then wheel the water to each entity. Winter Haven is expected to receive some form of compensation from PRWC for this arrangement, but the terms have yet to be decided and are not forecast in this study. Since PRWC is an organization made up of individual members, the only ongoing revenues available are from the members. Based on an array of factors, more information of which are available directly from PRWC, the City's annual payments are currently anticipated to be as follows (the project costs, member demand forecasts, and timing of payments are subject to change as the projects progress towards construction):

Table 8: PRWC Costs

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Operating Costs [1]	$122,996	$370,554	$165,477	$1,906,832	$2,083,077
Debt Service [2]	481,257	600,294	534,740	1,455,256	1,454,650
Administrative [3]	47,437	48,541	49,678	50,849	52,055
Total	$651,689	$1,019,388	$749,894	$3,412,937	$3,589,782

[1] Includes several line items from PRWC including Fixed O&M, Variable O&M, Member Funded payments, and a Coverage Allowance to provide working capital for PRWC.
[2] Associated with a combination of SRF and WIFIA loans PRWC will issue to fund construction and related costs as well as Line of Credit Interest Payments.
[3] Administrative costs include the annual administrative and conservation budgets from PRWC.

The City's water connection fees, as calculated in FY 2024, are designed to recover the costs associated with existing capacity available for future development as well as additional capacity obtained through the PRWC. Since the capacity related costs from PRWC are being funded through various loans, issued by PRWC, the debt service component of the PRWC costs will be partially funded annually from water connection fees recovered in the current year and prior years. While the debt service component of the PRWC costs will likely be classified as an operating cost for the City, it is appropriate in this somewhat unique circumstance to use the water connection fees as a funding source since it is tied to the underlying water capacity and infrastructure investments made on behalf of the City by PRWC. It is forecast that in part due to interest only payments and the structuring of the PRWC debt, that the City will collect water connection fees over the next few years to be able to fund a portion of the debt service component of the PRWC payments each year during the Forecast Period, and likely beyond. This allows the City to keep the utility rates lower each year by this amount and better aligns the cost with the new development that is benefiting most from the additional capacity. While the PRWC cost information is still preliminary, it is the most current and up to date information currently available. The City should continue to review financial information shared by PRWC to evaluate potential impacts to utility rates.

NET REVENUE REQUIREMENT FORECAST

Based on the primary assumptions mentioned above, a summary of the projected net revenue requirements for water and wastewater, by major category, are provided on Tables 8 and 9 as summarized from Exhibits 8 and 9. Additionally, the combined net revenue requirements are provided on Table 10 and Exhibit 10.

Table 9: Water Projected Net Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water Operating Expenses	$13,132,600	$12,561,000	$14,415,200	$14,862,900	$15,271,000	$15,752,800
PRWC Operating Expenses	280,000	651,689	1,019,388	749,894	3,412,937	3,589,782
Total Operating Expenses	$13,412,600	$13,212,689	$15,434,588	$15,612,794	$18,683,937	$19,342,582
Existing Debt Service	1,758,100	1,746,200	1,737,800	1,730,300	1,540,000	1,902,500
Proposed Debt Service	0	0	0	957,771	2,590,332	2,590,332
Subtotal Debt Service	$1,758,100	$1,746,200	$1,737,800	$2,688,071	$4,130,332	$4,492,832
Transfer to Capital Depletion Reserve	156,700	160,600	164,600	168,700	172,900	177,200
General Fund Transfer	2,844,800	3,269,900	2,990,500	3,283,200	3,657,900	4,343,600
Total Rate Revenue Requirements	$18,172,200	$18,389,389	$20,327,488	$21,752,765	$26,645,069	$28,356,214
Less Revenue from Other Sources [1]	$4,067,400	$4,166,200	$4,267,100	$4,370,700	$4,476,700	$4,585,700
Net Revenue Requirements	$14,104,800	$14,223,189	$16,060,388	$17,382,065	$22,168,369	$23,770,514

[1] Amounts include water connection fees that will be used to pay annual debt service requirements are included as well.

The water net revenue requirements are projected to increase from $14.1 million in FY 2024 to $23.7 million by FY 2029. This increase can be primarily attributable to increases in operating and maintenance expenses due to inflationary pressures, the PRWC costs associated with the alternative water supply needs, and issuance of new debt to support the CIP that includes new water plants and other significant upgrades that benefit the water system.

The projected net revenue requirements for the wastewater system, net of miscellaneous revenues and connection fees used to pay debt service, estimated to be needed from the user rates and charges are summarized below:

Table 10: Wastewater Projected Net Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Wastewater Operating Expenses	$21,297,600	$19,297,800	$20,196,000	$19,215,900	$19,564,800	$20,303,200
Existing Debt Service	1,928,800	2,489,500	3,053,700	3,046,200	2,855,900	3,218,400
Proposed Debt Service	0	0	0	1,036,729	11,663,318	11,663,318
Subtotal Debt Service	$1,928,800	$2,489,500	$3,053,700	$4,082,929	$14,519,218	$14,881,718
Capital Funded by Rates	453,000	464,300	475,900	487,800	500,000	512,500
General Fund Transfer	1,802,200	2,071,600	2,524,100	2,872,000	3,346,700	3,808,700
Total Rate Revenue Requirements	$25,481,600	$24,323,200	$26,249,700	$26,658,629	$37,930,718	$39,506,118
Less Revenue from Other Sources [1]	$3,957,700	$4,028,700	$4,101,200	$4,175,600	$9,126,900	$9,205,300
Net Revenue Requirements	$21,523,900	$20,294,500	$22,148,500	$22,483,029	$28,803,818	$30,300,818

[1] Amounts include wastewater connection fees that will be used to pay annual debt service requirements.

The wastewater system is also anticipated to experience cost escalations due to being in a growing environment and inflationary pressures. The net revenue requirements are forecast to increase from $21.5 million to nearly $30.3 million over the Forecast Period.

Finally, the combined system net revenue requirements forecast is provided on the following table:

Table 11: Combined System Projected Net Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Operating Expenses	$34,710,200	$32,510,489	$35,630,588	$34,828,694	$38,248,737	$39,645,782
Existing Debt Service	3,686,900	4,235,700	4,791,500	4,776,500	4,395,900	5,120,900
Proposed Debt Service	0	0	0	1,994,500	14,253,650	14,253,650
Subtotal Debt Service	$3,686,900	$4,235,700	$4,791,500	$6,771,000	$18,649,550	$19,374,550
Transfer to Capital Depletion Reserve	609,700	624,900	640,500	656,500	672,900	689,700
General Fund Transfer	4,647,000	5,341,500	5,514,600	6,155,200	7,004,600	8,152,300
Total Rate Revenue Requirements	$43,653,800	$42,712,589	$46,577,188	$48,411,394	$64,575,787	$67,862,332
Less Revenue from Other Sources [1]	8,025,100	8,194,900	8,368,300	8,546,300	13,603,600	13,791,000
Net Revenue Requirements	$35,628,700	$34,517,689	$38,208,888	$39,865,094	$50,972,187	$54,071,332

[1] Amounts include connection fees that will be used to pay annual debt service requirements.

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Section 4. Revenue Sufficiency

General

Sufficient revenues are necessary to pay for the continuing operations of the utility system providing for the health, safety, and welfare of the community. The measure of revenue sufficiency is demonstrated not only by the ability to meet the annual operating requirements, but also to provide for ongoing capital asset renewals, upgrades, and expansions. The initial task in determining revenue sufficiency is to identity the relative sufficiency of the revenues generated from existing rates, charges, and fees to provide for: 1) projected O&M expenses; 2) PRWC expenses; 3) debt service plus coverage and other covenant requirements for the revenue bonds; 4) transfers to maintain reserve funds at adequate levels; and 5) capital improvement expenditures.

Revenue Sufficiency Projections at Existing Rates

Operating revenues are projected based on: 1) the existing rates, charges and fees; 2) forecasted customers, ERCs, and sales; and 3) other revenue from miscellaneous charges, penalties, and interest earnings. The first revenue test performed and shown on the following tables are projecting sufficiency from revenues at existing rate levels.

The revenues from existing water and wastewater rates are not forecasted to meet the projected net requirements each year during the Forecast Period, plus provide sufficient funding for the capital improvement plan funding requirements as demonstrated on Tables 12 and 13, along with Exhibits 8 and 9. Additionally, on a combined basis the revenues are not forecast to meet the net revenue requirements as presented below on Table 14 and Exhibit 10. The annual revenue amounts are required to exceed the net revenue requirements so that surplus revenues can be accumulated in the utility revenue fund and used for capital projects, emergencies, and to maintain adequate cash reserves for creditworthiness. However, based on the needs of the CIP along with the issuance of significant new loans, additional rate adjustments will be necessary to maintain adequate cash reserves, pay additional debt service commitments, maintain strong debt service coverage and other financial metrics, and provide for future capital expenditures.

Table 12: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Revenue from Existing Rates	$18,003,400	$18,676,900	$20,288,400	$22,393,600	$24,094,000	$24,051,100
Net Revenue Requirements [1]	14,104,800	14,223,189	16,060,388	17,382,065	22,168,369	23,770,514
Surplus/(Deficit)	$3,898,600	$4,453,711	$4,228,012	$5,011,535	$1,925,631	$280,586

[1] Amounts from Table 9.

Table 13: Wastewater Revenue Sufficiency Forecast at Existing Rates

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Revenue from Existing Rates	$15,322,500	$16,084,100	$17,330,600	$19,153,300	$20,558,200	$21,214,300
Net Revenue Requirements [1]	21,523,900	20,294,500	22,148,500	22,483,029	28,803,818	30,300,818
Surplus/(Deficit)	($6,201,400)	($4,210,400)	($4,817,900)	($3,329,729)	($8,245,618)	($9,086,518)

[1] Amounts from Table 10.

Table 14: Combined System Revenue Sufficiency Forecast at Existing Rates

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Revenue from Existing Rates	$33,325,900	$34,761,000	$37,619,000	$41,546,900	$44,652,200	$45,265,400
Net Revenue Requirements [1]	35,628,700	34,517,689	38,208,888	39,865,094	50,972,187	54,071,332
Surplus/(Deficit)	($2,302,800)	$243,311	($589,888)	$1,681,806	($6,319,987)	($8,805,932)

[1] Amounts from Table 11.

Sufficiency of Projected Utility Rate Revenues

As previously discussed, the existing rates do not support full funding of the net revenue requirements forecast, which includes additional debt service associated with CIP funding and the first several years of PRWC operating expenses. However, the proposed debt service shown in FY 2028 on Table 7 is representative of the first two payments of the 20-year bonds and are interest only payments. This bond repayment is structured to wrap around the existing bonds and is anticipated to increase from approximately $12 million per year in FYs 2028 – 2030 to $14.5 million per year in FYs 2031 – 2035 and then up to $18.3 million per year starting in FY 2036. With these future increases, along with additional phases of the WWTP 3 upgrade and expansion projects it is anticipated there will be future pressures on utility rates in addition to what is presented below. The City also has current and future needs for continued system upgrades, enhancements, and renewal and replacement work. These projects will require a significant amount of funding, as demonstrated previously on Table 6, with over $45 million of utility reserves and cash required to support fully funding the CIP. Below are the rate adjustments identified to meet the City's needs for the next several years, based on currently available information from PRWC and the current CIP. Each of these items has the potential to change dramatically in a short period of time and should be monitored closely by the City to see if the recommendations contained herein need to be updated.

Table 15: Proposed Annual Rate Adjustments

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water	2.50%	2.50%	2.50%	2.50%	2.50%
Wastewater	7.50%	7.50%	7.50%	7.50%	7.50%

In addition to the above rate adjustments, through discussions with City staff and management, two new utility fees/charges have been designed to recover additional revenues and are tied to specific types of expenses to help increase the transparency of the Utility's funding needs.

First, a PRWC surcharge is calculated to recover the increased operating costs associated with the PRWC. This fee will be charged per 1,000 gallons for all consumption to all customer classes with the exception of the first block of single family residential and multi-family individually metered accounts. The City is in a position of participating in the PRWC due to multiple factors, primarily related to continued growth and development that result in additional water demands and the need for new water capacity and from existing customer demands. While the primary capital costs for PRWC participation are being assigned to new development through the water connection fees, the annual costs will need to be recovered from the current users of the system. As such, and to transparently present the cost of PRWC to each customer, a PRWC surcharge has been calculated and will be assessed as a volumetric rate so that customers consuming higher quantities of water will pay a proportionate share of the costs. The development of the fee is provided on the table below:

Table 16: PRWC Surcharge

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual PRWC Costs	$651,689	$1,019,388	$749,894	$3,412,937	$3,589,782
Annual Th. Gallons Sold	2,585,600	2,910,150	3,379,000	3,878,825	3,947,875
Calculated Rate per Th. Gallons	$0.25	$0.35	$0.22	$0.88	$0.91
PRWC Surcharge Per Th. Gallons [1]	**$0.25**	**$0.25**	**$0.25**	**$1.00**	**$1.00**

[1] For single family and multi-family individually metered accounts, this fee is not charged to the first block of consumption.
[2] The outside surcharge of 25% is applicable for this surcharge.

Additionally, as the City's utility system continues to age, the need for more renewal and replacement (R&R) projects has been identified by Utility staff. To account for this need, establishing an R&R charge was determined to be an advantageous effort that will also provide clarity and certainty to customers on where utility funds are being spent and the purpose of increased fees. This R&R charge will be collected through a new accounting line item and reserved specifically for R&R projects each year. For this Forecast Period, the R&R charge is being introduced at a manageable level and is intended to recover a portion of the annual R&R costs. In the future the City may consider additional increases to this charge to more closely recover the annual R&R project expenditures. This charge will be applied to each monthly bill pursuant to the number of units or meter size of the account.

Table 17: R&R Charge

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual R&R Expenditures					
Water Budget [1]	$648,000	$2,044,000	$2,025,800	$1,948,500	$1,930,000
Wastewater Budget [1]	4,151,100	4,417,300	2,796,400	2,476,000	2,524,300
Lift Station Replacements	1,245,600	1,307,900	1,373,300	1,441,900	1,514,000
Total Expenditures	$6,044,700	$7,769,200	$6,195,500	$5,866,400	$5,968,300
Total Water ERCs	56,636	57,947	59,258	60,569	61,880
Calculated Monthly R&R Charge	$8.89	$11.17	$8.71	$8.07	$8.04
Recommended Monthly R&R Charge [2]	**$1.50**	**$1.54**	**$1.58**	**$1.62**	**$1.66**

[1] Amounts from the annual operating budget from line item 4605 Repair and Maintenance Special, as shown on Exhibits 1 and 2.
[2] The escalation of this fee is based on the recommended 2.5% annual water rate adjustments.

With the implementation of the proposed rate adjustments at the beginning of each fiscal year along with the proposed new PRWC and R&R charges, the cash flows are increased to levels that provide adequate funding required for the Utility's net revenue requirements and provide for additional funding for the CIP, achieving adequate financial metrics including debt service coverage, and allow for development of a reserve fund to assist with addressing future unknown capital improvement needs and emergencies.

Table 18: Utility Revenue Sufficiency Forecast with Rate Adjustments

Description [1]	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Revenue from Proposed Rates	$33,603,600	$37,345,100	$42,376,800	$49,107,400	$55,401,400	$59,109,100
Net Revenue Requirements	35,628,700	32,851,889	36,410,488	37,896,794	45,915,887	48,890,832
Surplus/(Deficit)	($2,025,100)	$4,493,211	$5,966,312	$11,210,606	$9,485,513	$10,218,268

[1] This table presents the combined system revenue surplus/(deficit). The individual forecasts, with rate adjustments and implementation of the two new fees, can be found on Exhibit 8 for water, Exhibit 9 for wastewater, and Exhibit 10 for the combined system.

Debt Service Coverage

An important financial metric is debt service coverage, which is one of the most talked about and utilized financial indicators in the utility industry because of the nature of funding capital assets. The required coverage ratios established within the rate covenant provisions of the Bond Resolution or SRF Debt Purchase Agreement are intended to provide a buffer in the event of sudden downturns resulting in reduced revenues. The coverage ratios are generally only the minimum required coverage level. However, prudent utility rate setting provides for coverage ratios significantly greater than the minimum requirement as evidenced by the medians reported by Fitch and other rating agencies. As such, an all-in debt service coverage ratio greater than these minimums has been targeted to allow for adequate cash flows to minimize future debt issuances, maintain strong reserve fund balances, and show a strong financial outlook to the rating agencies and potential creditors.

The Bond Resolution has coverage requirements of: 1) net revenue at 115 percent of annual debt service; or 2) net revenue plus connection fees at 110 percent of annual debt service. It is prudent that the Utility Enterprise strive to maintain coverage at or above 175 percent on a combined senior and subordinate debt service coverage, Table 19, as summarized from Exhibit 11, provides the debt service calculation for the combined utility:

Table 19: Debt Service Coverage Forecast – Utility

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Net Operating Revenues	$5,668,500	$11,779,511	$13,864,512	$21,575,006	$24,631,263	$27,129,318
Connection Fees For Debt Service	1,250,000	1,250,000	1,250,000	1,250,000	6,125,000	6,125,000
Net Revenues Plus Connection Fees	6,918,500	13,029,511	15,114,512	22,825,006	30,756,263	33,254,318
Senior Debt Service	3,516,200	3,492,400	3,475,600	3,460,600	15,044,250	15,769,250
Subordinate Debt Service	170,700	743,300	1,315,900	3,310,400	3,605,300	3,605,300
Total Debt Service	$3,686,900	$4,235,700	$4,791,500	$6,771,000	$18,649,550	$19,374,550
Senior Debt Service Coverage Without Connection Fees						
Calculated	1.61	3.37	3.99	6.23	1.64	1.72
Required	1.15	1.15	1.15	1.15	1.15	1.15
Senior Debt Service Coverage With Connection Fees						
Calculated	1.97	3.73	4.35	6.60	2.04	2.11
Required	1.10	1.10	1.10	1.10	1.10	1.10
SRF Debt Service Coverage						
Calculated	17.87	12.36	8.58	5.75	3.94	4.41
Required	1.15	1.15	1.15	1.15	1.15	1.15
All-In Debt Service Coverage						
Calculated	1.88	3.08	3.15	3.37	1.65	1.72
Target	1.75	1.75	1.75	1.75	1.75	1.75

Projected Reserve Fund Balances

The primary reserve funds for the objectives in this study consist of the Utility Revenue Fund, Water Connection Fee Fund, and Wastewater Connection Fee Fund. The City has plans to set aside the revenues generated from the proposed R&R charge into an R&R reserve that will allow for the City to pay for ongoing repair and maintenance on the system.

The Unrestricted Utility Revenue Fund provides for the accumulation and expenditure of unrestricted earnings of the utility. The Water and Wastewater Connection Fee reserve funds are limited to expenditures for improvements and debt service directly associated with capacity expansion of the systems. A key financial measure of the financial

stability, health, and creditworthiness of a utility and enterprise fund is the ability to maintain adequate levels of unrestricted funds. It is recommended that the City keeps at minimum 90 days of O&M expenses for the Unrestricted Utility Revenue Fund.

The projected reserve fund balances resulting from inflows based on the rate adjustments and projected outflows in support of the O&M expenses, debt service, and capital improvements are illustrated on Table 20, as summarized from Exhibit 12. These projections illustrate the relative activities in each reserve fund and demonstrate the levels of funds available for discretionary (amounts above minimum fund balances) capital expenditures, which should be reviewed each fiscal year and adjusted pursuant to the then current financial conditions.

Table 20: Project Reserve Fund Balances

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Unrestricted Utility Revenue Fund						
Beginning Balance	$24,464,400	$11,278,814	$8,927,425	$4,658,037	$8,788,643	$11,539,356
Operating Surplus / (Deficiency)	(2,025,100)	4,493,211	5,966,312	11,210,606	9,485,513	10,218,268
Transfers Out	(11,160,486)	(6,844,600)	(10,235,700)	(7,080,000)	(6,734,800)	(5,194,200)
Ending Balance	$11,278,814	$8,927,425	$4,658,037	$8,788,643	$11,539,356	$16,563,425
Water Connection Fee Fund						
Beginning Balance	$3,231,800	$517,100	$3,791,700	$545,817	$4,711,410	$8,924,350
Transfers In	2,397,800	5,312,600	9,200,500	12,771,900	12,629,100	4,200,500
Transfers Out	(5,112,500)	(2,038,000)	(12,446,383)	(8,606,307)	(8,416,160)	(4,919,360)
Ending Balance	$517,100	$3,791,700	$545,817	$4,711,410	$8,924,350	$8,205,490
Wastewater Connection Fee Fund						
Beginning Balance	$17,239,500	$10,280,600	$12,022,600	$9,489,183	$11,162,623	$6,366,283
Transfers In	5,078,600	10,482,000	15,298,000	21,298,000	16,898,000	9,298,000
Transfers Out	(12,037,500)	(8,740,000)	(17,831,417)	(19,624,560)	(21,694,340)	(8,976,640)
Ending Balance	$10,280,600	$12,022,600	$9,489,183	$11,162,623	$6,366,283	$6,687,643
R&R Fund						
Beginning Balance	$0	$0	$1,019,400	$2,090,300	$3,213,800	$4,391,300
Transfers In	0	1,019,400	1,070,900	1,123,500	1,177,500	1,232,600
Transfers Out	0	0	0	0	0	0
Ending Balance	$0	$1,019,400	$2,090,300	$3,213,800	$4,391,300	$5,623,900

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Section 5. Miscellaneous Fees

General

The City currently assesses and collects a number of miscellaneous fees and charges that are used to offset revenue requirements and reduce revenues to be recovered through user rates and charges. An analysis was conducted to review and update certain miscellaneous fees including water meter installation, irrigation meter installation, temporary meters, meter box upgrade, sewer inspection, lien search fee, new account turn-on, irrigation turn-on, transfer of account, 15 days of temporary service, unauthorized connections, and delinquent account reactivation.

With data obtained from the City along with staff input, the costs associated with each fee was calculated using a "bottom-up" approach (or activity-based costing), meaning costs or each service were developed based on the labor, material, and equipment costs to provide each service. For labor costs, the time required by various types of personnel to complete each service include: a) customer account services, b) admin, c) engineering, d) meter services, and e) other field departments. Wage rates for each type of personnel are based on existing costs with the following two adjustments, 1) a tax/benefit rate of 51% (to cover vacation, sick pay, holiday pay, net health and pension costs, FICA tax, unemployment and worker's compensation costs), and 2) an allowance for overhead costs associated with supervisors and management personnel equal to 54% of the cost for each task. The 54% factor was calculated based on analyzing the salaries for supervisor/manager level employees as compared to the remaining salaries for all other employees in the utility. For material costs, detailed inventory lists were used (i.e., meters, check valve, and various material costs) and a materials rate of 5% was added (to primarily cover purchasing and storage costs). Finally, the use of certain equipment such as work trucks was added in based on the amount of usage. The hourly cost for the equipment was provided by the City. The labor, material, and equipment costs for each service were then totaled to determine the cost to provide each service.

This section includes a brief description of each fee along with the recommended fees and charges.

METER TAP/INSTALLATION FEE

One of the most common miscellaneous services is new meter and service installations. Material costs for this service have increased substantially due to inflation. Based on current costs of materials and labor, and input from staff, costs were calculated to provided meter installations for new services. The total costs vary based on meter size with larger meters requiring more time to install and more expensive meter costs. The results are provided on the following table:

Table 21: Water Meter Installation Fees

Description	Existing	Calculated	Proposed
3/4"	$429.81	$627.00	$627.00
1"	$498.73	$870.00	$870.00
1.5"	$670.98	$1,451.00	$1,451.00
2"	$920.16	$1,651.00	$1,651.00

IRRIGATION METER INSTALLATION

In addition to the water meter installations, a charge is applied when a new service installs an irrigation meter. As with water meters, the current fees are charged based on meter size. The table below summarizes the existing, calculated, and proposed fees for an irrigation meter installation:

Table 22: Irrigation Meter Installation Fees

Description	Existing	Calculated	Proposed
3/4"	$351.08	$646.00	$646.00
1"	$407.35	$889.00	$889.00
1.5"	$548.05	$1,415.00	$1,415.00
2"	$751.58	$1,616.00	$1,616.00

TEMPORARY/CONSTRUCTION/HYDRANT METER

Customers requesting a temporary meter for water service are required to pay both a refundable deposit and an administrative/hookup fee. The refundable deposit is based on the cost of the meter and estimated consumption. The administrative and hookup fee is based on the labor and materials necessary to install the temporary meters. The fee calculation is as follows:

Table 23: Temporary Meter Fee

Description	Amount
Personnel Costs	$39.20
Vehicle Costs	27.78
Overhead Costs	2.01
Total Calculated Costs	$68.99
Proposed Fee	$68.00
Existing Charge	$141.27

METER BOX UPGRADE

Removal of existing meter box and install new meter box with required box lid antenna.

Table 24: Meter Box Upgrade Fee

Description	Amount
Personnel Costs	$29.32
Materials & Supplies	68.25
Vehicle Costs	8.34
Overhead Costs	3.18
Total Calculated Costs	$109.09
Proposed Fee	$109.00
Existing Charge	$51.87

SEWER INSPECTION

The connection to the clean out in right of way must meet City specifications.

Table 25: Sewer Inspection

Description	Amount
Personnel Costs	$50.23
Vehicle Costs	$16.68
Overhead Costs	2.01
Total Calculated Costs	$68.92
Proposed Fee	$68.00
Existing Charge	$27.56

LIEN SEARCH FEE

When a customer requests a lien search on their property, a fee is charged to collect the time required of the customer account services to research, review, and discuss with the customer. The proposed fee is based on the following calculation:

Table 26: Lien Search Fee

Description	Amount
Personnel Costs	$39.57
Overhead Costs	1.19
Total Calculated Costs	$40.76
Proposed Fee	$40.00
Existing Charge	$15.00

NEW ACCOUNT/INITIAL TURN-ON

When a customer sets up a new account, the City charges a fee to recover the cost of setting up the account and turning on the service. Based on data provided by the City, the cost of performing a new account / initial turn on is estimated as follows:

Table 27: New Account / Initial Turn-On Fee

Description	Amount
Personnel Costs	$78.77
Materials & Supplies	$2.25
Vehicle Costs	$9.96
Overhead Costs	2.73
Total Calculated Costs	$93.71
Proposed Fee	$93.00
Existing Charge	$72.09

IRRIGATION TURN-ON

Similar to the water new account/initial turn-on, a fee is charged to turn-on irrigation services. This fee recovers the costs associated with setting up the account and turning on the service. The proposed fee is based on the calculated costs of personnel and vehicles as shown below:

Table 28: Irrigation Turn-On

Description	Amount
Personnel Costs	$78.77
Vehicle Costs	9.96
Overhead Costs	2.66
Total Calculated Costs	$91.39
Proposed Fee	$91.00
Existing Charge	$36.05

TRANSFER OF ACCOUNT

Transfer of account fees are one-time charges to members for transferring ownership of water and/or sewer services to another account. The fee is based on the cost of customer account services completing the task and required meter read.

Table 29: Transfer of Account

Description	Amount
Personnel Costs	$97.48
Vehicle Costs	16.68
Overhead Costs	3.42
Total Calculated Costs	$117.58
Proposed Fee	$117.00
Existing Charge	$49.39

15 DAY TEMPORARY SERVICE

When a customer sets up a new account for temporary service, the City charges a fee to recover the cost of setting up the account turning on the service. Based on data provided by the City the cost of performing theses services is estimated as follows:

Table 30: 15 Day Temporary Service Fee

Description	Amount
Personnel Costs	$117.27
Vehicle Costs	16.68
Overhead Costs	4.02
Total Calculated Costs	$137.97
Proposed Fee	$137.00
Existing Charge	$36.05

UNAUTHORIZED CONNECTIONS/TAMPERING

A tampering charge is applied when there is found to be evidence of unauthorized connections to the water or sewer system as outlined in the City's code of ordinances. This fee also applies to the defacing or destruction of part of the City's utility systems. Based on staff input, the fee calculation is shown on the table below:

Table 31: Unauthorized Connections / Tampering

Description	Amount
Personnel Costs	$49.09
Vehicle Costs	$9.96
Overhead Costs	1.77
Total Calculated Costs	$60.82
Proposed Fee	$60.00
Existing Charge	$48.20

DELINQUENT ACCOUNT REACTIVATION AND TURN ON

When a customer's utility bill remains unpaid seven days after a cut-off issue is noticed, the City will disconnect their water service. After the bill is paid and service has been restored a delinquent account fee is charged on the next month's bill. The delinquent account reactivation fee is based on the cost estimated as shown in the table below:

Table 32: Delinquent Account Reactivation Fee

Description	Amount
Personnel Costs	$146.94
Vehicle Costs	16.68
Overhead Costs	4.91
Total Calculated Costs	$168.53
Proposed Fee	$168.00
Existing Charge	$63.01

Section 6. Findings and Recommendations

Findings

This study focused on updating the revenue sufficiency forecast, in light of recent and future customer growth trends, as well as several large treatment and transmission/collection system expansions required to serve the additional growth. The study is recommending rate levels that will adequately fund the operating requirements, remain in compliance with bond covenants, address future capital improvements, and importantly maintain just and equitable cost recovery from all customer classifications. Additionally, the study identified that: 1) the high levels of new connections during the last several years are anticipated to continue in the near term; 2) Utility staff has also identified CIP requirements to address expansion capacity, upgrades and major facility R&R; and 3) existing reserve fund balances together with surpluses from anticipated rate adjustments and issuance of new debt should be adequate to allow for strategic CIP funding options.

Recommendations

Based on the information, analysis and discussions included in this report, it is recommended that:

1. The City proceed to establish the following inside City water rates, including the proposed PRWC surcharge, that will achieve rate objectives including conservation and include the rate adjustments identified each year of the forecast for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charges					
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$6.94	$7.11	$7.28	$7.46	$7.64
1-inch	17.35	17.77	18.20	18.65	19.10
1.5-inch	34.70	35.55	36.40	37.30	38.20
2-inch	55.52	56.88	58.24	59.68	61.12
3-inch	111.04	113.76	116.48	119.36	122.24
4-inch	173.50	177.75	182.00	186.50	191.00
6-inch	416.40	426.60	436.80	447.60	458.40
8-inch	555.20	568.80	582.40	596.80	611.20
10-inch	798.10	817.65	837.20	857.90	878.60
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$7.63	$7.82	$8.00	$8.20	$8.40
1-inch	19.08	19.54	20.02	20.51	21.01
1.5-inch	38.17	39.10	40.04	41.03	42.02
2-inch	61.07	62.56	64.06	65.64	67.23
3-inch	122.14	125.13	128.12	131.29	134.46
4-inch	190.85	195.52	200.20	205.15	210.10
6-inch	458.04	469.26	480.48	492.36	504.24
8-inch	610.72	625.68	640.64	656.48	672.32

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
10-inch	877.91	899.41	920.92	943.69	966.46
Enterprise/Municipal					
5/8-inch x 3/4-inch	$6.94	$7.11	$7.28	$7.46	$7.64
1-inch	17.35	17.77	18.20	18.65	19.10
1.5-inch	34.70	35.55	36.40	37.30	38.20
2-inch	55.52	56.88	58.24	59.68	61.12
3-inch	111.04	113.76	116.48	119.36	122.24
4-inch	173.50	177.75	182.00	186.50	191.00
6-inch	416.40	426.60	436.80	447.60	458.40
8-inch	555.20	568.80	582.40	596.80	611.20
10-inch	798.10	817.65	837.20	857.90	878.60
Volumetric Charges					
Residential					
Block 1 (0-5,000)	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5,001-10,000)	3.87	3.96	4.05	4.15	4.25
Block 3 (10,001-15,000)	6.90	7.07	7.24	7.42	7.60
Block 4 (Above 15,000)	8.62	8.83	9.05	9.27	9.50
PRWC Surcharge (All Usage Above 5,000)	0.25	0.25	0.25	1.00	1.00
Commercial & Enterprise / Municipal					
All Usage	$3.21	$3.29	$3.37	$3.45	$3.53
PRWC Surcharge (All Usage)	0.25	0.25	0.25	1.00	1.00
Irrigation					
Block 1 (0-5,000)	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5,001-10,000)	3.87	3.96	4.05	4.15	4.25
Block 3 (10,001-15,000)	7.72	7.91	8.10	8.30	8.50
Block 4 (Above 15,000)	10.08	10.33	10.58	10.84	11.11
PRWC Surcharge (All Usage)	0.25	0.25	0.25	1.00	1.00

2. The City proceed to establish the following wastewater rates for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charges					
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$10.29	$11.06	$11.88	$12.77	$13.72
1-inch	25.72	27.65	29.70	31.92	34.30
1.5-inch	51.45	55.30	59.40	63.85	68.60
2-inch	82.32	88.48	95.04	102.16	109.76
3-inch	164.64	176.96	190.08	204.32	219.52
4-inch	257.25	276.50	297.00	319.25	343.00
6-inch	617.40	663.60	712.80	766.20	823.20
8-inch	823.20	884.80	950.40	1,021.60	1,097.60
10-inch	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$11.31	$12.16	$13.06	$14.04	$15.09
1-inch	28.29	30.41	32.67	35.11	37.73
1.5-inch	56.59	60.83	65.34	70.23	75.46
2-inch	90.55	97.32	104.54	112.37	120.73

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
3-inch	181.10	194.65	209.08	224.75	241.47
4-inch	282.97	304.15	326.70	351.17	377.30
6-inch	679.14	729.96	784.08	842.82	905.52
8-inch	905.52	973.28	1,045.44	1,123.76	1,207.36
10-inch	1,301.68	1,399.09	1,502.82	1,615.40	1,735.58
Enterprise/Municipal					
5/8-inch x 3/4-inch	$10.29	$11.06	$11.88	$12.77	$13.72
1-inch	25.72	27.65	29.70	31.92	34.30
1.5-inch	51.45	55.30	59.40	63.85	68.60
2-inch	82.32	88.48	95.04	102.16	109.76
3-inch	164.64	176.96	190.08	204.32	219.52
4-inch	257.25	276.50	297.00	319.25	343.00
6-inch	617.40	663.60	712.80	766.20	823.20
8-inch	823.20	884.80	950.40	1,021.60	1,097.60
10-inch	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Volumetric Charges					
Residential					
All Usage (Capped at 10,000)	$5.93	$6.37	$6.84	$7.35	$7.90
Commercial & Enterprise / Municipal					
All Usage	$5.93	$6.37	$6.84	$7.35	$7.90

3. The City proceed to establish the following monthly R&R charge for inside City customers. Outside City customers will pay an additional 25% as shown on Exhibit 13, per the City's existing policy.

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single Family/Multi-Family Indiv. Metered					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90
Commercial/Multi-Family Master Metered					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90
Enterprise/Municipal					
5/8-inch x 3/4-inch	$1.50	$1.54	$1.58	$1.62	$1.66
1-inch	3.75	3.85	3.95	4.05	4.15

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1.5-inch	7.50	7.70	7.90	8.10	8.30
2-inch	12.00	12.32	12.64	12.96	13.28
3-inch	24.00	24.64	25.28	25.92	26.56
4-inch	37.50	38.50	39.50	40.50	41.50
6-inch	90.00	92.40	94.80	97.20	99.60
8-inch	120.00	123.20	126.40	129.60	132.80
10-inch	172.50	177.10	181.70	186.30	190.90

4. The miscellaneous fees, as outlined in Section 5, should be implemented to recover the costs of additional and specific services provided on an as needed basis to customers.

5. The City should monitor the financial position of the Utility on an annual basis and update the study within the next five-years as updated information becomes available for some of the major factors such as PRWC delivery timing and cost, WWTP 3 construction costs and debt financing terms, and continued customer growth from residential and industrial classes.

It should be noted that assumptions used in this study reflect conservative positions such that actual results are anticipated to exceed the forecasted results. The expenses, costs, and criteria associated with ratemaking are representative of averages that are developed primarily from historic data along with projections based on opinions and assumptions. Significant amounts of historical review and analysis, together with the development of assumptions based on prudent engineering, financial, and ratemaking relationships were utilized in the development of the customers, operating activity, costs and proposed rates and charges. Some of the assumptions will inevitably change or not materialize, and unanticipated events may occur which could significantly change the results presented herein.

City of Winter Haven
2024 Utility Rate Study
Exhibit 1: Water Budget Projections

Code	Description	FY 2024 Total	Adjustments	Adjusted FY 2024	Escalation Reference	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Personnel Services									
1201	Salaries & Wages-Regular	$2,497,484	$0	$2,497,500	Labor	$2,684,800	$2,778,800	$2,876,100	$2,976,800	$3,081,000
1401	Overtime	110,637	0	110,600	Labor	118,900	123,100	127,400	131,900	136,500
2101	FICA Taxes	199,521	0	199,500	Labor	214,500	222,000	229,800	237,800	246,100
2201	General Pension Fund Contrib	264,202	0	264,200	Labor	284,000	293,900	304,200	314,800	325,800
2204	401(a) Pension Contribution	101,215	0	101,200	Labor	108,800	112,600	116,500	120,600	124,800
2301	Life & Health Insurance	695,188	0	695,200	Ins-Health	743,900	796,000	851,700	911,300	975,100
2302	Director's Life & Disability	2,874	0	2,900	Labor	3,100	3,200	3,300	3,400	3,500
2303	Disability Benefit - 401(a) Participants	2,429	0	2,400	Labor	2,600	2,700	2,800	2,900	3,000
2401	Workers' Compensation	50,760	0	50,800	Labor	54,600	56,500	58,500	60,500	62,600
2900	Education Benefit	12,112	0	12,100	Labor	13,000	13,500	14,000	14,500	15,000
	Total Personnel Services	$3,936,423	$0	$3,936,400		$4,228,200	$4,402,300	$4,584,300	$4,774,500	$4,973,400
	Operating Services									
3101	Prof. Svc.-Engineering	$637,249	$0	$637,200	CPI	$653,100	$669,400	$686,100	$703,300	$720,900
3103	Prof.Svc.-Legal	60,559	0	60,600	CPI	62,100	63,700	65,300	66,900	68,600
3105	Prof.Svc.-Other	920,170	0	920,200	CPI	943,200	966,800	991,000	1,015,800	1,041,200
3401	Contract Svc. -Custodial	9,689	0	9,700	CPI	9,900	10,100	10,400	10,700	11,000
3404	Contract Svc. - Other	289,229	(279,992)	9,200	CPI	9,400	9,600	9,800	10,000	10,300
3407	Ins. - Claims Deductibles	33,533	0	33,500	CPI	34,300	35,200	36,100	37,000	37,900
4001	Travel-Non local	24,358	0	24,400	CPI	25,000	25,600	26,200	26,900	27,600
4003	Training-Required-Instructional	32,507	0	32,500	CPI	33,300	34,100	35,000	35,900	36,800
4101	Telecommunication	2,250	0	2,300	CPI	2,400	2,500	2,600	2,700	2,800
4201	Postage	90,515	0	90,500	CPI	92,800	95,100	97,500	99,900	102,400
4202	Freight & Express Charges	933	0	900	CPI	900	900	900	900	900
4301	Utility Svcs - Electric	679,288	0	679,300	Utilities	729,400	782,400	833,000	886,400	940,300
4302	Utility Svcs - Water	51,200	0	51,200	Utilities	55,000	59,000	62,800	66,800	70,900
4303	Utility Svcs - Sewer	1,400	0	1,400	Utilities	1,500	1,600	1,700	1,800	1,900
4305	Utility Svcs - Refuse	25,600	0	25,600	Utilities	27,500	29,500	31,400	33,400	35,400
4401	Rentals & Leases	1,561	0	1,600	CPI	1,600	1,600	1,600	1,600	1,600
4501	Ins.-Property	306,808	0	306,800	CPI	314,500	322,400	330,500	338,800	347,300
4502	Ins.-Liability & Umbrella	59,276	0	59,300	CPI	60,800	62,300	63,900	65,500	67,100
4506	Ins.-Other	4,264	0	4,300	CPI	4,400	4,500	4,600	4,700	4,800
4508	Ins.-Underground Storage Tank	3,892	0	3,900	CPI	4,000	4,100	4,200	4,300	4,400
4510	Ins.-Public Official's Liability	5,611	0	5,600	CPI	5,700	5,800	5,900	6,000	6,200
4601	Rep & Mtn Equipment	347,185	0	347,200	Maintenance	364,600	382,800	401,900	422,000	443,100
4602	Rep & Mtn Building & Grounds	112,362	0	112,400	Maintenance	118,000	123,900	130,100	136,600	143,400
4605	Rep & Mtn Spec-Bud Detailed Only	1,784,392	0	1,784,400	Maintenance	648,000	2,044,000	2,025,800	1,948,500	1,930,000
4606	Rep & Mtn Vehicle Base Cost	54,671	0	54,700	Maintenance	57,400	60,300	63,300	66,500	69,800
4607	Rep & Mtn Automotive Parts	19,993	0	20,000	Maintenance	21,000	22,100	23,200	24,400	25,600
4608	Rep & Mtn Automotive Labor	20,007	0	20,000	Maintenance	21,000	22,100	23,200	24,400	25,600
4620	Rep & Mtn Contracts	6,528	0	6,500	Maintenance	6,800	7,100	7,500	7,900	8,300
4621	Rep & Mtn Seed & Sod	1,917	0	1,900	Maintenance	2,000	2,100	2,200	2,300	2,400
4624	Rep & Mtn Outside Svc	1,998	0	2,000	Maintenance	2,100	2,200	2,300	2,400	2,500
4622	Rep & Mtn Landscape Material	100	0	100	Maintenance	100	100	100	100	100
4702	Printing & Binding	32,670	0	32,700	CPI	33,500	34,300	35,200	36,100	37,000
4801	Advertising	908	0	900	CPI	900	900	900	900	900
4803	Community Involvement	21,196	0	21,200	CPI	21,700	22,200	22,800	23,400	24,000
4804	Sponsorships	3,028	0	3,000	CPI	3,100	3,200	3,300	3,400	3,500
4935	Program Related Expense	9,084	0	9,100	CPI	9,300	9,500	9,700	9,900	10,100
4960	License	5,983	0	6,000	CPI	6,200	6,400	6,600	6,800	7,000
5101	Office Supplies	5,841	0	5,800	CPI	5,900	6,000	6,200	6,400	6,600
5102	Tools, Equip under $1,000	25,947	0	25,900	CPI	26,500	27,200	27,900	28,600	29,300
5200	Non-Capital Equip $1,000-$4,999	14,664	0	14,700	CPI	15,100	15,500	15,900	16,300	16,700
5203	Motor Fuels & Lubricants	86,748	0	86,700	CPI	88,900	91,100	93,400	95,700	98,100
5204	Copier Use & Supplies	4,141	0	4,100	CPI	4,200	4,300	4,400	4,500	4,600
5205	Motor Fuel, Non Motor Pool	10,000	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
5206	Software & Internal Upgrades	91,224	0	91,200	CPI	93,500	95,800	98,200	100,700	103,200
5208	Uniform, Protect Clothing	28,393	0	28,400	CPI	29,100	29,800	30,500	31,300	32,100
5209	Housekeeping Supplies	3,006	0	3,000	CPI	3,100	3,200	3,300	3,400	3,500
5215	Chemicals	750,077	0	750,100	Utilities	805,500	864,000	919,900	978,900	1,038,400
5216	Laboratory Supplies	15,000	0	15,000	CPI	15,400	15,800	16,200	16,600	17,000
5218	Inventory-Central Stores Other	674,053	0	674,100	CPI	691,000	708,300	726,000	744,200	762,800
5402	IT Subscriptions, Licenses, Maintenance Renewals	38,082	0	38,100	CPI	39,100	40,100	41,100	42,100	43,200
5220	Materials-Visual/Photo/Signage	761	0	800	CPI	800	800	800	800	800
5300	Sidewalk Materials	1,817	0	1,800	CPI	1,800	1,800	1,800	1,800	1,800
5301	Road Materials	15,140	0	15,100	CPI	15,500	15,900	16,300	16,700	17,100
5401	Memberships & Subscriptions	9,837	0	9,800	CPI	10,000	10,300	10,600	10,900	11,200
5404	Employee Dev-Material & Training	9,992	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
5407	Employee Dev-Recog & Apprec	6,546	0	6,500	CPI	6,700	6,900	7,100	7,300	7,500
5870	Bank Fees	202,016	0	202,000	CPI	207,100	212,300	217,600	223,000	228,600
	Indirect Cost Allocation	0	1,821,032	1,821,000	CPI	1,866,500	1,913,200	1,961,000	2,010,000	2,060,300
	PRWC Costs	0	279,992	280,000	Input 1	651,689	1,019,388	749,894	3,412,937	3,589,782
	Total Operating Services	$7,655,197	$1,821,032	$9,476,200		$8,984,489	$11,032,288	$11,028,494	$13,909,437	$14,369,182
	Total O&M Expenses	**$11,591,619**	**$1,821,032**	**$13,412,600**		**$13,212,689**	**$15,434,588**	**$15,612,794**	**$18,683,937**	**$19,342,582**

City of Winter Haven
2024 Utility Rate Study
Exhibit 1: Water Budget Projections

Code	Description	FY 2024 Total	Adjustments	Adjusted FY 2024	Escalation Reference	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Capital									
6403	Capital Depletion Reserve	156,681	0	156,700	CPI	160,600	164,600	168,700	172,900	177,200
	Total Capital	$18,407,579	($18,250,899)	$156,700		$160,600	$164,600	$168,700	$172,900	$177,200
	Non-Operating, Transfers, & Internal Svc Charges									
9700	Audit Fees	$17,648	($17,648)	$0	CPI	$0	$0	$0	$0	$0
9102	Facility Maintenance	78,258	(78,258)	0	CPI	0	0	0	0	0
9104	Engineering Services	227,832	(227,832)	0	CPI	0	0	0	0	0
9196	Transfer to 2015 Construction Fund	16,676	(16,676)	0	CPI	0	0	0	0	0
9200	Transfer to Dark Fiber Fund	50,780	(50,780)	0	CPI	0	0	0	0	0
9105	Human Resources	165,323	(165,323)	0	CPI	0	0	0	0	0
9107	Technology Services	396,180	(396,180)	0	CPI	0	0	0	0	0
9185	City Hall Annex	38,871	(38,871)	0	CPI	0	0	0	0	0
9503	Admin-General Govt.	829,465	(829,465)	0	CPI	0	0	0	0	0
9900	General Fund Support	2,844,760	0	2,844,800	CPI	3,269,900	2,990,500	3,283,200	3,657,900	4,343,600
	Total Non-Operating, Transfers, & Internal Svc Charges	$4,665,792	($1,821,032)	$2,844,800		$3,269,900	$2,990,500	$3,283,200	$3,657,900	$4,343,600
	Total Utility Budget	$37,049,219	($20,635,128)	$16,414,100		$16,643,189	$18,589,688	$19,064,694	$22,514,737	$23,863,382
	Revenues									
343343-900	Fees-Admin Acct Svc/Eng Inspect.	680,000	0	680,000	CPI	697,000	714,400	732,300	750,600	769,400
343618-050	Late Fees	310,000	0	310,000	CPI	317,800	325,700	333,800	342,100	350,700
343900-500	Misc Sales - Recycling Material	500	0	500	CPI	500	500	500	500	500
369000-000	Miscellaneous Revenue	1,246,300	0	1,246,300	CPI	1,277,500	1,309,400	1,342,100	1,375,700	1,410,100
369000-415	NSF Fee Recoveries	10,000	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
369000-416	Recovery-Accts No Longer Current	8,000	0	8,000	CPI	8,200	8,400	8,600	8,800	9,000
369000-417	Service Line Warranty Royalty	2,500	0	2,500	CPI	2,600	2,700	2,800	2,900	3,000
369006-000	Other Revenue	25,000	0	25,000	CPI	25,600	26,200	26,900	27,600	28,300
369900-000	Lien Search Fee	10,000	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
369908-000	SW-Refuse Billing	78,000	0	78,000	CPI	80,000	82,000	84,100	86,200	88,400
362100-000	Rental-Misc Other	35,200	0	35,200	CPI	36,100	37,000	37,900	38,800	39,800
343611-500	Water/Reuse/Res/Inside	410,000	0	410,000	CPI	420,300	430,800	441,600	452,600	463,900
343613-500	Water/Reuse/Com/Inside	53,300	0	53,300	CPI	54,600	56,000	57,400	58,800	60,300
343615-500	Water/Reuse/Muni/Inside	1,000	0	1,000	CPI	1,000	1,000	1,000	1,000	1,000
343617-000	UT Service Charges - Inside City	160,000	0	160,000	CPI	164,000	168,100	172,300	176,600	181,000
343617-050	Reconnect Fee - Inside	132,500	0	132,500	CPI	135,800	139,200	142,700	146,300	150,000
343617-100	Reconnect Fee - Outside	62,500	0	62,500	CPI	64,100	65,700	67,300	69,000	70,700
343618-000	UT Service Charges - Outside City	165,000	0	165,000	CPI	169,100	173,300	177,600	182,000	186,600
343619-000	Water-Fees-Tap and Meter Set	540,000	0	540,000	CPI	553,500	567,300	581,500	596,000	610,900
343621-000	Water-Fee-Prvt Hydrants-IS	8,000	0	8,000	CPI	8,200	8,400	8,600	8,800	9,000
343622-000	Water-Fee-Prvt Hydrants-OS	200	0	200	CPI	200	200	200	200	200
343623-000	Water-Fee-Fire Sprinklers-IS	4,200	0	4,200	CPI	4,300	4,400	4,500	4,600	4,700
343624-000	Water-Fee-Fire Sprinklers-OS	200	0	200	CPI	200	200	200	200	200
	Total Utility Revenues	$35,324,000	($31,381,600)	$3,942,400		$4,041,200	$4,142,100	$4,245,700	$4,351,700	$4,460,700

City of Winter Haven
2024 Utility Rate Study
Exhibit 2: Wastewater Budget Projections

Code	Description	FY 2024 Total	Adjustments	Adjusted FY 2024	Escalation Reference	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Personnel Services									
1201	Salaries & Wages-Regular	$3,390,736	$0	$3,390,700	Labor	$3,645,000	$3,772,600	$3,904,600	$4,041,300	$4,182,700
1401	Overtime	240,363	0	240,400	Labor	258,400	267,400	276,800	286,500	296,500
2101	FICA Taxes	277,779	0	277,800	Labor	298,600	309,100	319,900	331,100	342,700
2201	General Pension Fund Contrib	384,906	0	384,900	Labor	413,800	428,300	443,300	458,800	474,900
2204	401(a) Pension Contribution	147,865	0	147,900	Labor	159,000	164,600	170,400	176,400	182,600
2301	Life & Health Insurance	920,911	0	920,900	Ins-Health	985,400	1,054,400	1,128,200	1,207,200	1,291,700
2302	Director's Life & Disability	1,871	0	1,900	Labor	2,000	2,100	2,200	2,300	2,400
2303	Disability Benefit - 401(a) Participants	3,548	0	3,500	Labor	3,800	3,900	4,000	4,100	4,200
2401	Workers' Compensation	80,475	0	80,500	Labor	86,500	89,500	92,600	95,800	99,200
2900	Education Benefit	7,888	0	7,900	Labor	8,500	8,800	9,100	9,400	9,700
	Total Personnel Services	$5,456,341	$0	$5,456,400		$5,861,000	$6,100,700	$6,351,100	$6,612,900	$6,886,600
	Operating Services									
3101	Prof. Svc.-Engineering	$462,751	$0	$462,800	CPI	$474,400	$486,300	$498,500	$511,000	$523,800
3103	Prof.Svc.-Legal	39,441	0	39,400	CPI	40,400	41,400	42,400	43,500	44,600
3105	Prof.Svc.-Other	715,250	0	715,200	CPI	733,100	751,400	770,200	789,500	809,200
3401	Contract Svc. -Custodial	6,311	0	6,300	CPI	6,500	6,700	6,900	7,100	7,300
3404	Contract Svc. - Other	1,139,917	0	1,139,900	CPI	1,168,400	1,197,600	1,227,500	1,258,200	1,289,700
3407	Ins. - Claims Deductibles	36,067	0	36,100	CPI	37,000	37,900	38,800	39,800	40,800
4001	Travel-Non local	21,142	0	21,100	CPI	21,600	22,100	22,700	23,300	23,900
4003	Training-Required-Instructional	45,493	0	45,500	CPI	46,600	47,800	49,000	50,200	51,500
4101	Telecommunication	2,250	0	2,300	CPI	2,400	2,500	2,600	2,700	2,800
4201	Postage	90,885	0	90,900	CPI	93,200	95,500	97,900	100,300	102,800
4202	Freight & Express Charges	2,167	0	2,200	CPI	2,300	2,400	2,500	2,600	2,700
4301	Utility Svcs - Electric	1,248,512	0	1,248,500	Utilities	1,340,600	1,438,000	1,531,000	1,629,200	1,728,300
4401	Rentals & Leases	32,639	0	32,600	CPI	33,400	34,200	35,100	36,000	36,900
4501	Ins.-Property	194,373	0	194,400	CPI	199,300	204,300	209,400	214,600	220,000
4502	Ins.-Liability & Umbrella	37,553	0	37,600	CPI	38,500	39,500	40,500	41,500	42,500
4506	Ins.-Other	2,701	0	2,700	CPI	2,800	2,900	3,000	3,100	3,200
4508	Ins.-Underground Storage Tank	2,465	0	2,500	CPI	2,600	2,700	2,800	2,900	3,000
4510	Ins.-Public Official's Liability	3,554	0	3,600	CPI	3,700	3,800	3,900	4,000	4,100
4601	Rep & Mtn Equipment	580,415	0	580,400	Maintenance	609,400	639,900	671,900	705,500	740,800
4602	Rep & Mtn Building & Grounds	43,138	0	43,100	Maintenance	45,300	47,600	50,000	52,500	55,100
4605	Rep & Mtn Spec-Bud Detailed Only	6,930,608	0	6,930,600	Maintenance	4,151,100	4,417,300	2,796,400	2,476,000	2,524,300
4606	Rep & Mtn Vehicle Base Cost	93,729	0	93,700	Maintenance	98,400	103,300	108,500	113,900	119,600
4607	Rep & Mtn Automotive Parts	41,870	0	41,900	Maintenance	44,000	46,200	48,500	50,900	53,400
4608	Rep & Mtn Automotive Labor	46,374	0	46,400	Maintenance	48,700	51,100	53,700	56,400	59,200
4620	Rep & Mtn Contracts	13,972	0	14,000	Maintenance	14,700	15,400	16,200	17,000	17,900
4621	Rep & Mtn Seed & Sod	3,183	0	3,200	Maintenance	3,400	3,600	3,800	4,000	4,200
4624	Rep & Mtn Outside Svc	1,707	0	1,700	Maintenance	1,800	1,900	2,000	2,100	2,200
4622	Rep & Mtn Landscape Material	1,000	0	1,000	Maintenance	1,100	1,200	1,300	1,400	1,500
4640	Rep & Mtn Lift Stations	420,000	0	420,000	Maintenance	441,000	463,100	486,300	510,600	536,100
4641	Rep & Mtn Sewer	60,000	0	60,000	Maintenance	63,000	66,200	69,500	73,000	76,700
4702	Printing & Binding	25,855	0	25,900	CPI	26,500	27,200	27,900	28,600	29,300
4801	Advertising	842	0	800	CPI	800	800	800	800	800
4803	Community Involvment	13,804	0	13,800	CPI	14,100	14,500	14,900	15,300	15,700
4804	Sponsorships	1,972	0	2,000	CPI	2,100	2,200	2,300	2,400	2,500
4935	Program Related Expense	5,916	0	5,900	CPI	6,000	6,200	6,400	6,600	6,800
4960	License	13,817	0	13,800	CPI	14,100	14,500	14,900	15,300	15,700
5101	Office Supplies	8,259	0	8,300	CPI	8,500	8,700	8,900	9,100	9,300
5102	Tools,Equip under $1,000	50,053	0	50,100	CPI	51,400	52,700	54,000	55,400	56,800
5200	Non-Capital Equip $1,000-$4,999	17,336	0	17,300	CPI	17,700	18,100	18,600	19,100	19,600
5203	Motor Fuels & Lubricants	141,355	0	141,400	CPI	144,900	148,500	152,200	156,000	159,900
5204	Copier Use & Supplies	4,059	0	4,100	CPI	4,200	4,300	4,400	4,500	4,600
5205	Motor Fuel, Non Motor Pool	24,500	0	24,500	CPI	25,100	25,700	26,300	27,000	27,700
5206	Software & Internal Upgrades	60,776	0	60,800	CPI	62,300	63,900	65,500	67,100	68,800
5208	Uniform, Protect Clothing	39,557	0	39,600	CPI	40,600	41,600	42,600	43,700	44,800
5209	Housekeeping Supplies	7,919	0	7,900	CPI	8,100	8,300	8,500	8,700	8,900
5215	Chemicals	1,202,548	0	1,202,500	Utilities	1,291,200	1,385,000	1,474,500	1,569,100	1,664,500
5216	Laboratory Supplies	31,000	0	31,000	CPI	31,800	32,600	33,400	34,200	35,100
5217	Industrial Pretreatment	25,000	0	25,000	CPI	25,600	26,200	26,900	27,600	28,300
5218	Inventory-Central Stores Other	494,397	0	494,400	CPI	506,800	519,500	532,500	545,800	559,400
5300	Sidwalk Materials	3,683	0	3,700	CPI	3,800	3,900	4,000	4,100	4,200
5402	IT Subscriptions, Licenses, Maintenance Renewals	24,127	0	24,100	CPI	24,700	25,300	25,900	26,500	27,200
5301	Road Materials	15,860	0	15,900	CPI	16,300	16,700	17,100	17,500	17,900
5401	Memberships & Subscriptions	8,263	0	8,300	CPI	8,500	8,700	8,900	9,100	9,300
5404	Employee Dev-Material & Training	15,008	0	15,000	CPI	15,400	15,800	16,200	16,600	17,000
5870	Bank Fees	127,984	0	128,000	CPI	131,200	134,500	137,900	141,300	144,800
5407	Employee Dev-Recog & Apprec	3,754	0	3,800	CPI	3,900	4,000	4,100	4,200	4,300
	Indirect Cost Allocation	0	1,153,684	1,153,700	CPI	1,182,500	1,212,100	1,242,400	1,273,500	1,305,300
	Total Operating Services	$14,687,152	$1,153,684	$15,841,200		$13,436,800	$14,095,300	$12,864,800	$12,951,900	$13,416,600
	Total O&M Expenses	**$20,143,494**	**$1,153,684**	**$21,297,600**		**$19,297,800**	**$20,196,000**	**$19,215,900**	**$19,564,800**	**$20,303,200**

City of Winter Haven
2024 Utility Rate Study
Exhibit 2: Wastewater Budget Projections

Code	Description	FY 2024 Total	Adjustments	Adjusted FY 2024	Escalation Reference	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Capital									
6403	Capital Depletion Reserve	452,955	0	453,000	CPI	464,300	475,900	487,800	500,000	512,500
	Total Capital	$24,810,508	($24,357,552)	$453,000		$464,300	$475,900	$487,800	$500,000	$512,500
	Non-Operating, Transfers, & Internal Svc Charges									
9700	Audit Fees	$11,180	($11,180)	$0	CPI	$0	$0	$0	$0	$0
9102	Facility Maintenance	49,579	(49,579)	0	CPI	0	0	0	0	0
9104	Engineering Services	144,339	(144,339)	0	CPI	0	0	0	0	0
9196	Transfer to 2015 Construction Fund	10,564	(10,564)	0	CPI	0	0	0	0	0
9200	Transfer to Dark Fiber Fund	32,171	(32,171)	0	CPI	0	0	0	0	0
9105	Human Resources	104,737	(104,737)	0	CPI	0	0	0	0	0
9107	Technology Services	250,993	(250,993)	0	CPI	0	0	0	0	0
9185	City Hall Annex	24,626	(24,626)	0	CPI	0	0	0	0	0
9503	Admin-General Govt.	525,494	(525,494)	0	CPI	0	0	0	0	0
9900	General Fund Support	1,802,249	0	1,802,200	CPI	2,071,600	2,524,100	2,872,000	3,346,700	3,808,700
	Total Non-Operating, Transfers, & Internal Svc Charges	$2,955,933	($1,153,684)	$1,802,200		$2,071,600	$2,524,100	$2,872,000	$3,346,700	$3,808,700
	Total Utility Budget	$49,420,422	($25,868,039)	$23,552,800		$21,833,700	$23,196,000	$22,575,700	$23,411,500	$24,624,400
	Revenues									
343343-900	Fees-Admin Acct Svc/Eng Inspect.	680,000	0	680,000	CPI	697,000	714,400	732,300	750,600	769,400
343618-050	Late Fees	310,000	0	310,000	CPI	317,800	325,700	333,800	342,100	350,700
343900-500	Misc Sales - Recycling Material	500	0	500	CPI	500	500	500	500	500
369000-000	Miscellaneous Revenue	1,246,300	0	1,246,300	CPI	1,277,500	1,309,400	1,342,100	1,375,700	1,410,100
369000-415	NSF Fee Recoveries	10,000	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
369000-416	Recovery-Accts No Longer Current	8,000	0	8,000	CPI	8,200	8,400	8,600	8,800	9,000
369000-417	Service Line Warranty Royalty	2,500	0	2,500	CPI	2,600	2,700	2,800	2,900	3,000
369006-000	Other Revenue	25,000	0	25,000	CPI	25,600	26,200	26,900	27,600	28,300
369900-000	Lien Search Fee	10,000	0	10,000	CPI	10,300	10,600	10,900	11,200	11,500
389800-000	Payment in Lieu of Reuse Line Installation	125,000	0	125,000	CPI	128,100	131,300	134,600	138,000	141,500
362100-000	Rental-Misc Other	35,200	0	35,200	CPI	36,100	37,000	37,900	38,800	39,800
343617-000	UT Service Charges - Inside City	160,000	0	160,000	CPI	164,000	168,100	172,300	176,600	181,000
343617-050	Reconnect Fee - Inside	132,500	0	132,500	CPI	135,800	139,200	142,700	146,300	150,000
343617-100	Reconnect Fee - Outside	62,500	0	62,500	CPI	64,100	65,700	67,300	69,000	70,700
343617-500	UT Service Charges - Reuse Water	1,200	0	1,200	CPI	1,200	1,200	1,200	1,200	1,200
343619-150	Sewer-Fee-Sewer Tap Inspection	24,000	0	24,000	CPI	24,600	25,200	25,800	26,400	27,100
	Total Utility Revenues	$34,924,300	($32,091,600)	$2,832,700		$2,903,700	$2,976,200	$3,050,600	$3,126,900	$3,205,300

City of Winter Haven
2024 Utility Rate Study
Exhibit 3: Existing and Projected Water Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Water								
Residential - Inside City								
Growth in Accounts	Dev Plan		633	633	493	493	493	493
Accounts		19,513	20,146	20,779	21,272	21,765	22,258	22,751
ERCs / Units		19,777	20,419	21,061	21,561	22,061	22,561	23,061
Annual Consumption		1,090,383	1,125,800	1,161,200	1,188,700	1,216,300	1,243,900	1,271,400
Est. Conservation		0	(4,565)	(9,125)	(9,125)	(18,250)	(18,250)	(18,250)
Net Annual Consumption		1,090,383	1,121,235	1,152,075	1,179,575	1,198,050	1,225,650	1,253,150
Avg. Monthly Use per ERC		4.59	4.59	4.59	4.59	4.59	4.59	4.59
Avg. Monthly Use per ERC (conservation)		4.59	4.58	4.56	4.56	4.53	4.53	4.53
Residential - Outside City								
Growth in Accounts	Dev Plan		394	394	307	307	307	307
Accounts		12,136	12,530	12,924	13,231	13,538	13,845	14,152
ERCs / Units		16,415	16,948	17,481	17,896	18,311	18,726	19,141
Annual Consumption		797,814	823,700	849,600	869,800	890,000	910,100	930,300
Est. Conservation		0	(4,565)	(9,125)	(9,125)	(18,250)	(18,250)	(18,250)
Net Annual Consumption		797,814	819,135	840,475	860,675	871,750	891,850	912,050
Avg. Monthly Use per ERC		4.05	4.05	4.05	4.05	4.05	4.05	4.05
Avg. Monthly Use per ERC (conservation)		4.05	4.03	4.01	4.01	3.97	3.97	3.97
Multi-Family Mastered Metered - Inside City								
Growth in Accounts	Dev Plan		7	7	5	5	5	5
Accounts		212	219	226	231	236	241	246
ERCs / Units		1,093	1,129	1,165	1,191	1,217	1,243	1,269
Annual Consumption		156,293	161,400	166,600	170,300	174,000	177,700	181,500
Avg. Monthly Use per ERC		11.92	11.92	11.92	11.92	11.92	11.92	11.92
Multi-Family Mastered Metered - Outside City								
Growth in Accounts	Dev Plan		5	5	4	4	4	4
Accounts		161	166	171	175	179	183	187
ERCs / Units		339	350	361	369	377	385	393
Annual Consumption		64,778	66,900	69,000	70,500	72,000	73,600	75,100
Avg. Monthly Use per ERC		15.92	15.92	15.92	15.92	15.92	15.92	15.92
Commercial -Inside City								
Growth in Accounts	Dev Plan		49	49	38	38	38	38
Accounts		1,515	1,564	1,613	1,651	1,689	1,727	1,765
ERCs / Units		4,163	4,298	4,433	4,537	4,641	4,745	4,849
Annual Consumption		458,018	472,900	487,700	499,200	510,600	522,100	533,500
Avg. Monthly Use per ERC		9.17	9.17	9.17	9.17	9.17	9.17	9.17
Commercial -Outside City								
Growth in Accounts	Dev Plan		18	18	14	14	14	14
Accounts		541	559	577	591	605	619	633
ERCs / Units		1,561	1,613	1,665	1,705	1,745	1,785	1,825
Annual Consumption		84,805	87,600	90,500	92,600	94,800	97,000	99,100
Avg. Monthly Use per ERC		4.53	4.53	4.53	4.53	4.53	4.53	4.53
Enterprise -Inside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		11	11	11	11	11	11	11
ERCs / Units		46	46	46	46	46	46	46
Annual Consumption		134,757	134,800	134,800	134,800	134,800	134,800	134,800
Avg. Monthly Use per ERC		244.13	244.13	244.13	244.13	244.13	244.13	244.13
Municipal -Inside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		108	108	108	108	108	108	108
ERCs / Units		558	558	558	558	558	558	558
Annual Consumption		50,863	50,900	50,900	50,900	50,900	50,900	50,900
Avg. Monthly Use per ERC		7.60	7.60	7.60	7.60	7.60	7.60	7.60
Municipal -Outside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		6	6	6	6	6	6	6
ERCs / Units		54	54	54	54	54	54	54
Annual Consumption		5,116	5,100	5,100	5,100	5,100	5,100	5,100
Avg. Monthly Use per ERC		7.90	7.90	7.90	7.90	7.90	7.90	7.90

City of Winter Haven
2024 Utility Rate Study
Exhibit 3: Existing and Projected Water Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Total Water								
Growth in Accounts		0	1,106	1,106	861	861	861	861
Accounts		34,203	35,309	36,415	37,276	38,137	38,998	39,859
ERCs / Units		44,006	45,415	46,824	47,917	49,010	50,103	51,196
Annual Consumption		2,842,827	2,919,970	2,997,150	3,063,650	3,112,000	3,178,700	3,245,200
Avg. Monthly Use per ERC		5.38	5.36	5.33	5.33	5.29	5.29	5.28
Irrigation								
Residential - Inside City								
Growth in Accounts	Dev Plan		146	146	113	113	113	113
Accounts		4,487	4,633	4,779	4,892	5,005	5,118	5,231
ERCs / Units		5,136	5,303	5,470	5,599	5,728	5,857	5,986
Annual Consumption		400,180	413,200	426,200	436,300	446,300	456,400	466,400
Est. Conservation		0	(9,130)	(18,250)	(18,250)	(36,500)	(36,500)	(36,500)
Net Annual Consumption		400,180	404,070	407,950	418,050	409,800	419,900	429,900
Avg. Monthly Use per ERC		6.49	6.49	6.49	6.49	6.49	6.49	6.49
Avg. Monthly Use per ERC (conservation)		6.49	6.35	6.21	6.22	5.96	5.97	5.98
Residential - Outside City								
Growth in Accounts	Dev Plan		50	50	39	39	39	39
Accounts		1,527	1,577	1,627	1,666	1,705	1,744	1,783
ERCs / Units		1,952	2,016	2,080	2,130	2,180	2,230	2,280
Annual Consumption		107,956	111,500	115,000	117,800	120,600	123,300	126,100
Avg. Monthly Use per ERC		4.61	4.61	4.61	4.61	4.61	4.61	4.61
Multi-Family Mastered Metered - Inside City								
Growth in Accounts	Dev Plan		1	1	1	1	1	1
Accounts		36	37	38	39	40	41	42
ERCs / Units		76	78	80	82	84	86	88
Annual Consumption		9,760	10,000	10,300	10,500	10,800	11,000	11,300
Avg. Monthly Use per ERC		10.70	10.70	10.70	10.70	10.70	10.70	10.70
Multi-Family Mastered Metered - Outside City								
Growth in Accounts	Dev Plan		0	0	0	0	0	0
Accounts		5	5	5	5	5	5	5
ERCs / Units		17	17	17	17	17	17	17
Annual Consumption		931	900	900	900	900	900	900
Avg. Monthly Use per ERC		4.56	4.56	4.56	4.56	4.56	4.56	4.56
Commercial -Inside City								
Growth in Accounts	Dev Plan		14	14	11	11	11	11
Accounts		422	436	450	461	472	483	494
ERCs / Units		1,215	1,255	1,295	1,327	1,359	1,391	1,423
Annual Consumption		126,700	130,900	135,000	138,400	141,700	145,100	148,400
Avg. Monthly Use per ERC		8.69	8.69	8.69	8.69	8.69	8.69	8.69
Commercial -Outside City								
Growth in Accounts	Dev Plan		2	2	2	2	2	2
Accounts		68	70	72	74	76	78	80
ERCs / Units		157	162	167	172	177	182	187
Annual Consumption		15,548	16,000	16,500	17,000	17,500	18,000	18,500
Avg. Monthly Use per ERC		8.25	8.25	8.25	8.25	8.25	8.25	8.25
Enterprise -Inside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		2	2	2	2	2	2	2
ERCs / Units		5	5	5	5	5	5	5
Annual Consumption		126	100	100	100	100	100	100
Avg. Monthly Use per ERC		2.10	2.10	2.10	2.10	2.10	2.10	2.10

City of Winter Haven
2024 Utility Rate Study
Exhibit 3: Existing and Projected Water Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Municipal -Inside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		113	113	113	113	113	113	113
ERCs / Units		682	682	682	682	682	682	682
Annual Consumption		110,283	110,300	110,300	110,300	110,300	110,300	110,300
Avg. Monthly Use per ERC		13.48	13.48	13.48	13.48	13.48	13.48	13.48
Municipal -Outside City								
Growth in Accounts	None		0	0	0	0	0	0
Accounts		2	2	2	2	2	2	2
ERCs / Units		16	16	16	16	16	16	16
Annual Consumption		50	100	100	100	100	100	100
Avg. Monthly Use per ERC		0.26	0.26	0.26	0.26	0.26	0.26	0.26
Total Irrigation								
Growth in Accounts		0	213	213	166	166	166	166
Accounts		6,662	6,875	7,088	7,254	7,420	7,586	7,752
ERCs / Units		9,256	9,534	9,812	10,030	10,248	10,466	10,684
Annual Consumption		771,534	783,870	796,150	813,150	811,800	828,700	845,600
Avg. Monthly Use per ERC		6.95	6.85	6.76	6.76	6.60	6.60	6.60
Total System								
Growth in Accounts		**0**	**1,319**	**1,319**	**1,027**	**1,027**	**1,027**	**1,027**
Accounts		**40,865**	**42,184**	**43,503**	**44,530**	**45,557**	**46,584**	**47,611**
ERCs / Units		**53,262**	**54,949**	**56,636**	**57,947**	**59,258**	**60,569**	**61,880**
Annual Consumption		**3,614,361**	**3,703,840**	**3,793,300**	**3,876,800**	**3,923,800**	**4,007,400**	**4,090,800**
Avg. Monthly Use per ERC		**5.66**	**5.62**	**5.58**	**5.58**	**5.52**	**5.51**	**5.51**
Annual % Growth in ERCs		**N/A**	**3.2%**	**3.1%**	**2.3%**	**2.3%**	**2.2%**	**2.2%**
Consumption by Block								
Water								
Residential - Inside City								
Block 1	68.99%	752,247	776,700	801,100	820,100	839,100	858,200	877,100
Block 2	17.86%	194,731	201,100	207,400	212,300	217,200	222,100	227,100
Block 3	5.56%	60,602	61,500	62,200	63,800	63,000	64,500	66,100
Block 4	7.59%	82,803	82,100	81,400	83,500	78,700	80,800	82,800
Subtotal		1,090,383	1,121,400	1,152,100	1,179,700	1,198,000	1,225,600	1,253,100
Residential - Outside City								
Block 1	59.71%	476,392	491,800	507,300	519,400	531,400	543,400	555,500
Block 2	18.84%	150,288	155,200	160,000	163,800	167,700	171,400	175,200
Block 3	7.72%	61,579	62,500	63,300	64,800	64,100	65,600	67,200
Block 4	13.73%	109,555	109,700	109,900	112,600	108,500	111,300	114,000
Subtotal		797,814	819,200	840,500	860,600	871,700	891,700	911,900
Multi-Family Mastered Metered - Inside City								
Block 1	32.75%	51,189	52,900	54,600	55,800	57,000	58,200	59,400
Block 2	18.60%	29,074	30,000	31,000	31,700	32,400	33,100	33,800
Block 3	11.76%	18,386	19,000	19,600	20,000	20,500	20,900	21,400
Block 4	36.88%	57,644	59,500	61,400	62,800	64,200	65,500	66,900
Subtotal		156,293	161,400	166,600	170,300	174,000	177,700	181,500
Multi-Family Mastered Metered - Outside City								
Block 1	19.60%	12,695	13,100	13,500	13,800	14,100	14,400	14,700
Block 2	12.11%	7,843	8,100	8,400	8,500	8,700	8,900	9,100
Block 3	8.26%	5,350	5,500	5,700	5,800	5,900	6,100	6,200
Block 4	60.04%	38,890	40,200	41,400	42,300	43,200	44,200	45,100
Subtotal		64,778	66,900	69,000	70,500	72,000	73,600	75,100
Irrigation								
Residential - Inside City								
Block 1	40.53%	162,188	167,500	172,700	176,800	180,900	185,000	189,000
Block 2	25.84%	103,392	106,800	110,100	112,700	115,300	117,900	120,500
Block 3	13.75%	55,013	54,500	54,000	55,400	52,300	53,600	55,000
Block 4	19.89%	79,587	75,400	71,100	73,100	61,400	63,400	65,400
Subtotal		400,180	404,200	407,900	418,000	409,900	419,900	429,900

City of Winter Haven
2024 Utility Rate Study
Exhibit 3: Existing and Projected Water Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Residential - Outside City								
Block 1	44.26%	47,786	49,400	50,900	52,100	53,400	54,600	55,800
Block 2	24.79%	26,767	27,600	28,500	29,200	29,900	30,600	31,300
Block 3	12.22%	13,188	13,600	14,000	14,400	14,700	15,100	15,400
Block 4	18.73%	20,215	20,900	21,500	22,100	22,600	23,100	23,600
Subtotal		107,956	111,500	115,000	117,800	120,600	123,300	126,100
Multi-Family Mastered Metered - Inside City								
Block 1	24.12%	2,354	2,400	2,500	2,500	2,600	2,700	2,700
Block 2	18.34%	1,790	1,800	1,900	1,900	2,000	2,000	2,100
Block 3	14.46%	1,411	1,400	1,500	1,500	1,600	1,600	1,600
Block 4	43.08%	4,205	4,300	4,400	4,500	4,700	4,700	4,900
Subtotal		9,760	10,000	10,300	10,500	10,800	11,000	11,300
Multi-Family Mastered Metered - Outside City								
Block 1	27.99%	260	300	300	300	300	300	300
Block 2	22.07%	205	200	200	200	200	200	200
Block 3	18.95%	176	200	200	200	200	200	200
Block 4	31.00%	288	300	300	300	300	300	300
Subtotal		929	900	900	900	900	900	900
Commercial -Inside City								
Block 1	25.37%	32,149	33,200	34,300	35,100	36,000	36,800	37,700
Block 2	18.40%	23,315	24,100	24,800	25,500	26,100	26,700	27,300
Block 3	13.08%	16,570	17,100	17,700	18,100	18,500	19,000	19,400
Block 4	43.14%	54,663	56,500	58,200	59,700	61,100	62,600	64,000
Subtotal		126,697	130,900	135,000	138,400	141,700	145,100	148,400
Commercial -Outside City								
Block 1	26.92%	4,185	4,300	4,400	4,600	4,700	4,800	5,000
Block 2	21.72%	3,377	3,500	3,600	3,700	3,800	3,900	4,000
Block 3	14.92%	2,320	2,400	2,500	2,500	2,600	2,700	2,800
Block 4	36.43%	5,664	5,800	6,000	6,200	6,400	6,600	6,700
Subtotal		15,546	16,000	16,500	17,000	17,500	18,000	18,500
Additional and Temporary Larger Water Users								
New Industry (Project Mist)								
Water Demands (MGD)		0.0000	0.0000	0.0000	0.7000	1.9000	3.1000	3.1000
Annual Consumption (th. Gal)		0	0	0	255,500	693,500	1,131,500	1,131,500
Additional MGD		0.0000	0.0000	0.0000	0.7000	1.2000	1.2000	0.0000
ERUs for Connection Fees		0	0	0	2,000	3,429	3,429	0
Cumulative ERUs		0	0	0	2,000	5,429	8,857	8,857
New Industry (ILC)								
MGD of Capacity		0.0000	0.0000	0.0400	0.0800	0.1200	0.1400	0.1800
Annual Consumption (th. Gal)		0	0	14,600	29,200	43,800	51,100	65,700
Additional MGD		0.0000	0.0000	0.0400	0.0400	0.0400	0.0200	0.0400
ERUs for Connection Fees		0	0	114	114	114	57	114
Cumulative ERUs		0	0	114	229	343	400	514
Dundee								
MGD of Capacity		0.0000	0.0000	0.1500	0.1500	0.2000	0.2500	0.0000
Annual Consumption (th. Gal)		0	0	54,750	54,750	73,000	91,250	0
Haines City								
MGD of Capacity		0.0000	0.0000	0.0000	0.1750	0.6250	0.5000	0.5000
Annual Consumption (th. Gal)		0	0	0	63,875	228,125	182,500	182,500
Eagle Lake								
MGD of Capacity		0.0000	0.0000	0.0500	0.2000	0.2000	0.2000	0.0000
Annual Consumption (th. Gal)		0	0	18,250	73,000	73,000	73,000	0

City of Winter Haven
2024 Utility Rate Study
Exhibit 4: Existing and Projected Wastewater Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Wastewater								
Residential - Inside City								
Growth in Accounts			633	633	613	613	613	613
Accounts		19,167	19,800	20,433	21,046	21,659	22,272	22,885
ERCs / Units		19,334	19,973	20,612	21,230	21,848	22,466	23,084
Annual Consumption		1,067,700	1,103,000	1,138,300	1,172,400	1,206,500	1,240,700	1,274,800
Est. Conservation		0	(4,565)	(9,125)	(9,125)	(18,250)	(18,250)	(18,250)
Net Annual Consumption		1,067,700	1,098,435	1,129,175	1,163,275	1,188,250	1,222,450	1,256,550
Avg. Monthly Use per ERC		4.60	4.60	4.60	4.60	4.60	4.60	4.60
Avg. Monthly Use per ERC (conservation)		4.60	4.58	4.57	4.57	4.53	4.53	4.54
Residential - Outside City								
Growth in Accounts			394	394	307	307	307	307
Accounts		5,268	5,662	6,056	6,363	6,670	6,977	7,284
ERCs / Units		6,810	7,319	7,828	8,225	8,622	9,019	9,416
Annual Consumption		285,942	307,300	328,700	345,400	362,000	378,700	395,400
Est. Conservation		0	(4,565)	(9,125)	(9,125)	(18,250)	(18,250)	(18,250)
Net Annual Consumption		285,942	302,735	319,575	336,275	343,750	360,450	377,150
Avg. Monthly Use per ERC		3.50	3.50	3.50	3.50	3.50	3.50	3.50
Avg. Monthly Use per ERC (conservation)		3.50	3.45	3.40	3.41	3.32	3.33	3.34
Multi-Family Mastered Metered - Inside City								
Growth in Accounts			7	7	5	5	5	5
Accounts		235	242	249	254	259	264	269
ERCs / Units		1,369	1,410	1,451	1,480	1,509	1,538	1,567
Annual Consumption		154,309	158,900	163,600	166,800	170,100	173,400	176,600
Avg. Monthly Use per ERC		9.39	9.39	9.39	9.39	9.39	9.39	9.39
Multi-Family Mastered Metered - Outside City								
Growth in Accounts			5	5	4	4	4	4
Accounts		28	33	38	42	46	50	54
ERCs / Units		295	348	401	443	485	527	569
Annual Consumption		54,874	64,700	74,600	82,400	90,200	98,000	105,800
Avg. Monthly Use per ERC		15.50	15.50	15.50	15.50	15.50	15.50	15.50
Commercial -Inside City								
Growth in Accounts			49	49	38	38	38	38
Accounts		1,396	1,445	1,494	1,532	1,570	1,608	1,646
ERCs / Units		4,010	4,151	4,292	4,401	4,510	4,619	4,728
Annual Consumption		309,286	320,200	331,000	339,400	347,900	356,300	364,700
Avg. Monthly Use per ERC		6.43	6.43	6.43	6.43	6.43	6.43	6.43
Commercial -Outside City								
Growth in Accounts			18	18	14	14	14	14
Accounts		186	204	222	236	250	264	278
ERCs / Units		681	747	813	864	915	966	1,017
Annual Consumption		83,789	91,900	100,000	106,300	112,600	118,900	125,100
Avg. Monthly Use per ERC		10.25	10.25	10.25	10.25	10.25	10.25	10.25
Enterprise -Inside City								
Growth in Accounts			0	0	0	0	0	0
Accounts		9	9	9	9	9	9	9
ERCs / Units		142	142	142	142	142	142	142
Annual Consumption		24,936	24,900	24,900	24,900	24,900	24,900	24,900
Avg. Monthly Use per ERC		14.63	14.63	14.63	14.63	14.63	14.63	14.63
Municipal -Inside City								
Growth in Accounts			0	0	0	0	0	0
Accounts		73	73	73	73	73	73	73
ERCs / Units		641	641	641	641	641	641	641
Annual Consumption		37,951	38,000	38,000	38,000	38,000	38,000	38,000
Avg. Monthly Use per ERC		4.93	4.93	4.93	4.93	4.93	4.93	4.93
Municipal -Outside City								
Growth in Accounts			0	0	0	0	0	0
Accounts		6	6	6	6	6	6	6
ERCs / Units		81	81	81	81	81	81	81
Annual Consumption		4,712	4,700	4,700	4,700	4,700	4,700	4,700
Avg. Monthly Use per ERC		4.85	4.85	4.85	4.85	4.85	4.85	4.85

City of Winter Haven
2024 Utility Rate Study
Exhibit 4: Existing and Projected Wastewater Customers

Description	Escalation Reference	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Total System								
Growth in Accounts		0	1,106	1,106	981	981	981	981
Accounts		26,368	27,474	28,580	29,561	30,542	31,523	32,504
ERCs / Units		33,363	34,812	36,261	37,507	38,753	39,999	41,245
Annual Consumption		2,023,499	2,104,470	2,185,550	2,262,050	2,320,400	2,397,100	2,473,500
Avg. Monthly Use per ERC		5.05	5.04	5.02	5.03	4.99	4.99	5.00
Annual % Growth in ERCs		**N/A**	**4.3%**	**4.2%**	**3.4%**	**3.3%**	**3.2%**	**3.1%**
Consumption by Block								
Water								
Residential - Inside City								
Below Cap	87.04%	929,362	959,600	989,900	1,019,600	1,048,400	1,078,100	1,107,800
Above Cap	12.96%	138,338	138,800	139,300	143,700	139,900	144,400	148,800
Subtotal		1,067,700	1,098,400	1,129,200	1,163,300	1,188,300	1,222,500	1,256,600
Residential - Outside City								
Below Cap	83.53%	238,837	256,200	273,700	287,600	300,600	314,500	328,500
Above Cap	16.47%	47,105	46,500	45,900	48,700	43,200	46,000	48,700
Subtotal		285,942	302,700	319,600	336,300	343,800	360,500	377,200
Multi-Family Mastered Metered - Inside City								
Below Cap	100.00%	154,309	158,900	163,600	166,800	170,100	173,400	176,600
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		154,309	158,900	163,600	166,800	170,100	173,400	176,600
Multi-Family Mastered Metered - Outside City								
Below Cap	100.00%	54,874	64,700	74,600	82,400	90,200	98,000	105,800
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		54,874	64,700	74,600	82,400	90,200	98,000	105,800
Commercial -Inside City								
Below Cap	100.00%	309,286	320,200	331,000	339,400	347,900	356,300	364,700
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		309,286	320,200	331,000	339,400	347,900	356,300	364,700
Commercial -Outside City								
Below Cap	100.00%	83,789	91,900	100,000	106,300	112,600	118,900	125,100
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		83,789	91,900	100,000	106,300	112,600	118,900	125,100
Enterprise -Inside City								
Below Cap	100.00%	24,936	24,900	24,900	24,900	24,900	24,900	24,900
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		24,936	24,900	24,900	24,900	24,900	24,900	24,900
Municipal -Inside City								
Below Cap	100.00%	37,951	38,000	38,000	38,000	38,000	38,000	38,000
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		37,951	38,000	38,000	38,000	38,000	38,000	38,000
Municipal -Outside City								
Below Cap	100.00%	4,712	4,700	4,700	4,700	4,700	4,700	4,700
Above Cap	0.00%	0	0	0	0	0	0	0
Subtotal		4,712	4,700	4,700	4,700	4,700	4,700	4,700
Total Wastewater Consumption By Block								
Below Cap		1,838,056	1,919,100	2,000,400	2,069,700	2,137,400	2,206,800	2,276,100
Above Cap		185,443	185,300	185,200	192,400	183,100	190,400	197,500
Total		2,023,499	2,104,400	2,185,600	2,262,100	2,320,500	2,397,200	2,473,600
Additional and Temporary Larger Water Users								
New Industry (Project Mist)								
Water Demands (MGD)		0.0000	0.0000	0.0000	0.3000	0.9000	1.3000	1.3000
Annual Consumption (th. Gal)		0	0	0	109,500	328,500	474,500	474,500
Additional MGD		0.0000	0.0000	0.0000	0.3000	0.6000	0.4000	0.0000
ERUs for Connection Fees		0	0	0	857	1,714	1,143	0
New Industry (ILC)								
MGD of Capacity		0.0000	0.0000	0.0400	0.0800	0.1200	0.1400	0.1800
Annual Consumption (th. Gal)		0	0	14,600	29,200	43,800	51,100	65,700
Additional MGD		0.0000	0.0000	0.0400	0.0400	0.0400	0.0200	0.0400
ERUs for Connection Fees		0	0	114	114	114	57	114

City of Winter Haven
2024 Utility Rate Study
Exhibit 5: Projected Water Revenue from Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charge							
Water							
Residential - Inside City	$1,571,100	$1,622,100	$1,673,100	$1,712,800	$1,752,500	$1,792,200	$1,832,000
Residential - Outside City	1,304,000	1,346,300	1,388,700	1,421,700	1,454,600	1,487,600	1,520,600
Multi-Family Mastered Metered - Inside City	86,800	89,700	92,500	94,600	96,700	98,700	100,800
Multi-Family Mastered Metered - Outside City	26,900	27,800	28,700	29,300	29,900	30,600	31,200
Commercial -Inside City	330,700	341,400	352,200	360,400	368,700	376,900	385,200
Commercial -Outside City	124,000	128,100	132,300	135,400	138,600	141,800	145,000
Enterprise -Inside City	3,700	3,700	3,700	3,700	3,700	3,700	3,700
Municipal -Inside City	44,300	44,300	44,300	44,300	44,300	44,300	44,300
Subtotal	$3,491,500	$3,603,400	$3,715,500	$3,802,200	$3,889,000	$3,975,800	$4,062,800
Irrigation							
Residential - Inside City	$408,000	$421,300	$434,500	$444,800	$455,000	$465,300	$475,500
Residential - Outside City	155,100	160,200	165,200	169,200	173,200	177,200	181,100
Multi-Family Mastered Metered - Inside City	6,000	6,200	6,400	6,500	6,700	6,800	7,000
Multi-Family Mastered Metered - Outside City	1,400	1,400	1,400	1,400	1,400	1,400	1,400
Commercial -Inside City	96,500	99,700	102,900	105,400	108,000	110,500	113,000
Commercial -Outside City	12,500	12,900	13,300	13,700	14,100	14,500	14,900
Enterprise -Inside City	400	400	400	400	400	400	400
Municipal -Inside City	54,200	54,200	54,200	54,200	54,200	54,200	54,200
Subtotal	$734,100	$756,300	$778,300	$795,600	$813,000	$830,300	$847,500
Consumption Charge							
Water							
Residential - Inside City							
Block 1	$1,654,900	$1,708,700	$1,762,400	$1,804,200	$1,846,000	$1,888,000	$1,929,600
Block 2	718,600	742,100	765,300	783,400	801,500	819,500	838,000
Block 3	333,300	338,300	342,100	350,900	346,500	354,800	363,600
Block 4	546,500	541,900	537,200	551,100	519,400	533,300	546,500
Subtotal	$3,253,300	$3,331,000	$3,407,000	$3,489,600	$3,513,400	$3,595,600	$3,677,700
Residential - Outside City							
Block 1	$1,310,100	$1,352,500	$1,395,100	$1,428,400	$1,461,400	$1,494,400	$1,527,600
Block 2	692,800	715,500	737,600	755,100	773,100	790,200	807,700
Block 3	423,000	429,400	434,900	445,200	440,400	450,700	461,700
Block 4	903,800	905,000	906,700	929,000	895,100	918,200	940,500
Subtotal	$3,329,700	$3,402,400	$3,474,300	$3,557,700	$3,570,000	$3,653,500	$3,737,500
Multi-Family Mastered Metered - Inside City							
Block 1	$112,600	$116,400	$120,100	$122,800	$125,400	$128,000	$130,700
Block 2	107,300	110,700	114,400	117,000	119,600	122,100	124,700
Block 3	101,100	104,500	107,800	110,000	112,800	115,000	117,700
Block 4	380,500	392,700	405,200	414,500	423,700	432,300	441,500
Subtotal	$701,500	$724,300	$747,500	$764,300	$781,500	$797,400	$814,600
Multi-Family Mastered Metered - Outside City							
Block 1	$34,900	$28,800	$29,700	$30,400	$31,000	$31,700	$32,300
Block 2	36,200	29,900	31,000	31,400	32,100	32,800	33,600
Block 3	36,800	30,300	31,400	31,900	32,500	33,600	34,100
Block 4	320,800	265,300	273,200	279,200	285,100	291,700	297,700
Subtotal	$428,700	$354,300	$365,300	$372,900	$380,700	$389,800	$397,700
Commercial -Inside City	$1,406,100	$1,451,800	$1,497,200	$1,532,500	$1,567,500	$1,602,800	$1,637,800
Commercial -Outside City	$324,800	$335,500	$346,600	$354,700	$363,100	$371,500	$379,600
Enterprise -Inside City	$413,700	$413,800	$413,800	$413,800	$413,800	$413,800	$413,800
Municipal -Inside City	$156,100	$156,300	$156,300	$156,300	$156,300	$156,300	$156,300
Municipal -Outside City	$19,600	$19,500	$19,500	$19,500	$19,500	$19,500	$19,500
Total Water Consumption Revenue	$10,033,500	$10,188,900	$10,427,500	$10,661,300	$10,765,800	$11,000,200	$11,234,500

City of Winter Haven
2024 Utility Rate Study
Exhibit 5: Projected Water Revenue from Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Irrigation							
Residential - Inside City							
Block 1	$356,800	$368,500	$379,900	$389,000	$398,000	$407,000	$415,800
Block 2	381,500	394,100	406,300	415,900	425,500	435,100	444,600
Block 3	338,900	335,700	332,600	341,300	322,200	330,200	338,800
Block 4	614,400	582,100	548,900	564,300	474,000	489,400	504,900
Subtotal	$1,691,600	$1,680,400	$1,667,700	$1,710,500	$1,619,700	$1,661,700	$1,704,100
Residential - Outside City							
Block 1	$131,400	$135,900	$140,000	$143,300	$146,900	$150,200	$153,500
Block 2	123,400	127,200	131,400	134,600	137,800	141,100	144,300
Block 3	101,500	104,700	107,800	110,900	113,200	116,300	118,600
Block 4	195,100	201,700	207,500	213,300	218,100	222,900	227,700
Subtotal	$551,400	$569,500	$586,700	$602,100	$616,000	$630,500	$644,100
Multi-Family Mastered Metered - Inside City							
Block 1	$5,200	$5,300	$5,500	$5,500	$5,700	$5,900	$5,900
Block 2	6,600	6,600	7,000	7,000	7,400	7,400	7,700
Block 3	8,700	8,600	9,200	9,200	9,900	9,900	9,900
Block 4	32,500	33,200	34,000	34,700	36,300	36,300	37,800
Subtotal	$53,000	$53,700	$55,700	$56,400	$59,300	$59,500	$61,300
Multi-Family Mastered Metered - Outside City							
Block 1	$700	$800	$800	$800	$800	$800	$800
Block 2	900	900	900	900	900	900	900
Block 3	1,400	1,500	1,500	1,500	1,500	1,500	1,500
Block 4	2,800	2,900	2,900	2,900	2,900	2,900	2,900
Subtotal	$5,800	$6,100	$6,100	$6,100	$6,100	$6,100	$6,100
Commercial -Inside City							
Block 1	$70,700	$73,000	$75,500	$77,200	$79,200	$81,000	$82,900
Block 2	86,000	88,900	91,500	94,100	96,300	98,500	100,700
Block 3	102,100	105,300	109,000	111,500	114,000	117,000	119,500
Block 4	422,000	436,200	449,300	460,900	471,700	483,300	494,100
Subtotal	$680,800	$703,400	$725,300	$743,700	$761,200	$779,800	$797,200
Commercial -Outside City							
Block 1	$11,500	$11,800	$12,100	$12,700	$12,900	$13,200	$13,800
Block 2	15,600	16,100	16,600	17,100	17,500	18,000	18,400
Block 3	17,900	18,500	19,300	19,300	20,000	20,800	21,600
Block 4	54,700	56,000	57,900	59,800	61,800	63,700	64,700
Subtotal	$99,700	$102,400	$105,900	$108,900	$112,200	$115,700	$118,500
Enterprise -Inside City	$400	$300	$300	$300	$300	$300	$300
Municipal -Inside City	$338,600	$338,600	$338,600	$338,600	$338,600	$338,600	$338,600
Municipal -Outside City	$200	$400	$400	$400	$400	$400	$400
Total Irrigation Consumption Revenue	$3,421,500	$3,454,800	$3,486,700	$3,567,000	$3,513,800	$3,592,600	$3,670,600
New and Temp Users							
New Industry (Project Mist)	$0	$0	$0	$784,400	$2,129,000	$3,473,700	$3,473,700
New Industry (ILC)	0	0	44,800	89,600	134,500	156,900	201,700
Dundee	0	0	168,100	168,100	224,100	280,100	0
Haines City	0	0	0	196,100	700,300	560,300	560,300
Eagle Lake	0	0	56,000	224,100	224,100	224,100	0
Lake Alfred	0	0	0	0	0	0	0
Auburndale	0	0	0	0	0	0	0
Total	$0	$0	$268,900	$1,462,300	$3,412,000	$4,695,100	$4,235,700
Total System Revenue	$17,680,600	$18,003,400	$18,676,900	$20,288,400	$22,393,600	$24,094,000	$24,051,100

City of Winter Haven
2024 Utility Rate Study
Exhibit 6: Projected Wastewater Revenue from Existing Rates

Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Charge							
Residential - Inside City	$2,169,300	$2,241,000	$2,312,700	$2,382,000	$2,451,300	$2,520,700	$2,590,000
Residential - Outside City	764,100	821,200	878,300	922,800	967,400	1,011,900	1,056,500
Multi-Family Mastered Metered - Inside City	153,600	158,200	162,800	166,100	169,300	172,600	175,800
Multi-Family Mastered Metered - Outside City	33,100	39,000	45,000	49,700	54,400	59,100	63,800
Commercial -Inside City	449,900	465,700	481,600	493,800	506,000	518,300	530,500
Commercial -Outside City	76,400	83,800	91,200	96,900	102,700	108,400	114,100
Enterprise -Inside City	15,900	15,900	15,900	15,900	15,900	15,900	15,900
Municipal -Inside City	71,900	71,900	71,900	71,900	71,900	71,900	71,900
Subtotal	$3,734,200	$3,896,700	$4,059,400	$4,199,100	$4,338,900	$4,478,800	$4,618,500
Consumption Charge							
Residential - Inside City	$5,009,300	$5,172,200	$5,335,600	$5,495,600	$5,650,900	$5,811,000	$5,971,000
Residential - Outside City	$1,607,400	$1,724,200	$1,842,000	$1,935,500	$2,023,000	$2,116,600	$2,210,800
Multi-Family Mastered Metered - Inside City	$831,700	$856,500	$881,800	$899,100	$916,800	$934,600	$951,900
Multi-Family Mastered Metered - Outside City	$369,300	$435,400	$502,100	$554,600	$607,000	$659,500	$712,000
Commercial -Inside City	$1,667,100	$1,725,900	$1,784,100	$1,829,400	$1,875,200	$1,920,500	$1,965,700
Commercial -Outside City	$563,900	$618,500	$673,000	$715,400	$757,800	$800,200	$841,900
Enterprise -Inside City	$134,400	$134,200	$134,200	$134,200	$134,200	$134,200	$134,200
Municipal -Inside City	$204,600	$204,800	$204,800	$204,800	$204,800	$204,800	$204,800
Municipal -Outside City	$31,700	$31,600	$31,600	$31,600	$31,600	$31,600	$31,600
Total Wastewater Consumption Revenue	$10,419,400	$10,903,300	$11,389,200	$11,800,200	$12,201,300	$12,613,000	$13,023,900
New and Temp Users							
New Industry (Project Mist)	$0	$0	$0	$590,200	$1,770,600	$2,557,600	$2,557,600
New Industry (ILC)	0	0	78,700	157,400	236,100	275,400	354,100
Total	$0	$0	$78,700	$747,600	$2,006,700	$2,833,000	$2,911,700
Total System Revenue	$14,642,500	$15,322,500	$16,084,100	$17,330,600	$19,153,300	$20,558,200	$21,214,300

City of Winter Haven
2024 Utility Rate Study
Exhibit 7: Capital Improvement Plan Projects and Funding Sources

Project ID	Description	Escalation Reference	Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
2022-301C-001	Cypresswood WTF Improvements	None	SRF 2024	$2,000,000	$2,500,000	$0	$0	$0	$0	$4,500,000
2022-301C-001	Cypresswood WTF Improvements	None	W Capital	0	0	5,300,000	500,000	0	0	5,800,000
2022-301C-002	Pollard Rd. WTF	ENR	SRF 2024	4,000,000	5,190,000	5,731,776	0	0	0	14,921,776
2022-301C-002	Pollard Rd. WTF	None	PRWC	0	0	2,987,424	0	0	0	2,987,424
2022-301C-002	Pollard Rd. WTF	None	W Capital	0	0	0	572,200	0	0	572,200
2022-301C-003	Dundee Interconnect Design/Construction	ENR	Reserves	600,000	0	0	0	0	0	600,000
2022-301C-004	Eagle Lake Interconnect	ENR	W Capital	300,000	103,800	0	0	0	0	403,800
2023-301C-001	(PRWC) Aurburndale/Polk/WH Interconnect	ENR	PRWC	0	0	0	2,002,700	0	0	2,002,700
2023-301C-002	Lake Alfred Interconnect (PRWC)	None	W Capital	0	0	200,000	166,667	0	0	366,667
2023-301C-002	Lake Alfred Interconnect (PRWC)	None	IA	0	0	100,000	83,333	0	0	183,333
2023-301C-006	Haines City Interconnect	None	Reserves	0	25,000	1,350,000	0	0	0	1,375,000
2023-301C-006	Haines City Interconnect	None	IA	200,000	25,000	1,350,000	0	0	0	1,575,000
2023-301C-007	Aurburndale/WH Interconnect	None	PRWC	0	0	166,666	250,000	0	0	416,666
2023-301C-007	Aurburndale/WH Interconnect	None	IA	0	0	333,334	500,000	0	0	833,334
2024-301C-001	Fairfax WTF Improvements	ENR	SRF 2026	0	0	2,724,800	2,288,800	0	0	5,013,600
2024-301C-001	Fairfax WTF Improvements	None	Reserves	100,000	259,500	0	0	0	0	359,500
2024-301C-002	Inwood WTF Improvements	ENR	SRF 2026	0	0	3,269,700	572,200	0	0	3,841,900
2024-301C-002	Inwood WTF Improvements	None	W Capital	125,000	311,400	0	0	0	0	436,400
2024-301C-003	Elevated Water Tower (SR-60)	ENR	W Capital	0	0	0	972,700	3,845,200	2,775,700	7,593,600
2024-301C-003	Elevated Water Tower (SR-60)	None	SRF 2027	0	0	0	0	0	0	0
2025-301C-001	Garden Grove WTF Pump Station	ENR	W Capital	0	0	327,000	343,300	0	0	670,300
2025-301C-002	Winterset WTF - Decommissioning	ENR	Reserves	0	0	0	858,300	901,200	0	1,759,500
2025-301C-003	Winterset Gardens WTF - Decommissioning	ENR	Reserves	0	0	0	858,300	901,200	0	1,759,500
2023-301C-004	Fairfax WTF Control Building/Offices	ENR	Reserves	250,000	0	545,000	0	0	0	795,000
2025-304C-001	WWTP #2 - Upgrade Design/Construction	ENR	Bonds 2026	0	0	109,000	3,433,200	8,411,300	0	11,953,500
2023-305C-001	One Water Peace Creek Projects (BRADCO24-26)	ENR	Bonds 2026	0	0	4,434,100	2,288,800	2,403,200	0	9,126,100
2023-305C-001	One Water Peace Creek Projects (BRADCO24-26)	None	Grants	0	1,038,000	5,375,000	0	0	0	6,413,000
2023-305C-002	Developers Agreements	ENR	W Capital	100,000	103,800	109,000	114,440	120,160	126,160	673,560
2023-305C-002	Developers Agreements	None	WW Capital	150,000	155,700	163,500	171,660	180,240	189,240	1,010,340
2023-305C-003	Winter Haven Water Admin./Maint. Facility Design	ENR	Bonds 2026	0	0	10,899,000	0	0	0	10,899,000
2023-305C-003	Winter Haven Water Admin./Maint. Facility Design	None	Reserves	250,000	519,000	0	0	0	0	769,000
2023-305C-003	Winter Haven Water Admin./Maint. Facility Design	None	SRF 2024	0	0	0	0	0	0	0
2024-305C-001	Water Resource Center at BRADCO	ENR	Bonds 2026	0	0	1,634,900	1,716,600	0	0	3,351,500
2024-305C-001	Water Resource Center at BRADCO	None	Reserves	1,986	3,800	0	0	0	0	5,786
2024-305C-001	Water Resource Center at BRADCO	None	Grants	98,014	100,000	0	0	0	0	198,014
2024-305C-002	Utility Extensions to WH Admin Facility	ENR	W Capital	0	726,600	1,089,933	0	0	0	1,816,533
2024-305C-002	Utility Extensions to WH Admin Facility	None	WW Capital	0	363,300	544,967	0	0	0	908,267
2024-305C-004	East Peace Creek Flood Mitigation Construction (Cypresswood)	ENR	Bonds 2026	0	0	0	858,300	3,004,000	3,154,200	7,016,500
2024-305C-004	East Peace Creek Flood Mitigation Construction (Cypresswood)	None	Grants	0	250,000	0	0	0	0	250,000
2024-305C-004	East Peace Creek Flood Mitigation Construction (Cypresswood)	None	Reserves	0	9,500	272,500	0	0	0	282,000
2023-316C-001	Logistics Parkway Extension (PRWC Transmission)	ENR	PRWC	2,550,000	1,038,000	0	0	0	0	3,588,000
2023-316C-002	Process Aeration Improvements	ENR	Reserves	200,000	124,600	0	0	0	0	324,600
2024-316C-001	WWTP #3 Plant Expansion	ENR	Bonds 2026	0	0	28,146,500	35,775,800	52,484,000	64,346,500	180,752,800
2024-316C-001	WWTP #3 Plant Expansion	None	WW Capital	700,000	3,114,000	10,000,000	10,000,000	10,000,000	0	33,814,000
2024-322C-001	Old Bartow/Lake Wales Rd. Water Main	ENR	W Capital	250,000	20,800	1,634,900	22,900	2,403,200	0	4,331,800
2024-322C-015	Water Main Transmission Expansion	ENR	W Capital	0	259,500	2,452,300	3,547,600	1,922,600	1,892,500	10,074,500
2022-323C-001	Harmony Master Lift Station	ENR	SRF 2024	6,000,000	1,038,000	0	0	0	0	7,038,000
2023-323C-006	Septic to Sewer	ENR	Grants	1,000,000	1,038,000	1,089,900	1,144,400	1,201,600	1,261,700	6,735,600
2024-323C-001	N. Lake Shipp Dr. (Design/Construction)	ENR	W Capital	150,000	1,900	349,450	1,466,600	0	0	1,967,950
2024-323C-001	N. Lake Shipp Dr. (Design/Construction)	None	WW Capital	150,000	1,900	349,450	1,466,600	0	0	1,967,950
2024-323C-001	N. Lake Shipp Dr. (Design/Construction)	None	Grants	0	100,000	500,000	500,000	0	0	1,100,000

City of Winter Haven
2024 Utility Rate Study
Exhibit 7: Capital Improvement Plan Projects and Funding Sources

Project ID	Description	Escalation Reference	Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
2024-323C-002	Master LS at WWTP #2/Force Main	ENR	Reserves	450,000	259,500	1,634,900	0	0	0	2,344,400
2024-323C-011	Sewer Force Main Expansions	ENR	WW Capital	0	363,300	708,400	801,100	901,200	883,200	3,657,200
2026-323C-001	7th St. SW/S. Lake Shipp	ENR	WW Capital	0	0	1,089,900	2,288,800	2,403,200	0	5,781,900
2023-324C-001	Reclaim Transmission Main Extensions/Connections	ENR	WW Capital	1,000,000	5,700	89,900	644,400	701,600	761,700	3,203,300
2023-324C-001	Reclaim Transmission Main Extensions/Connections	None	Grants	0	150,000	1,000,000	500,000	500,000	500,000	2,650,000
2023-324C-002	One Water Demonstration Project - Reuse Water Recharge	ENR	Reserves	0	51,900	871,900	0	0	0	923,800
2023-324C-003	RIB Construction	ENR	WW Capital	100,000	103,800	1,198,900	1,144,400	420,600	0	2,967,700
2023-324C-004	ASR Wellfield - CEI Services/Construction	ENR	WW Capital	1,000,000	3,114,000	0	0	0	0	4,114,000
2024-324C-001	Direct Potable Reuse (DPR)	ENR	WW Capital	0	51,900	295,000	32,200	35,100	1,142,500	1,556,700
2024-324C-001	Direct Potable Reuse (DPR)	None	Grants	0	0	250,000	25,000	25,000	750,000	1,050,000
2024-324C-002	Lake Ashton CR 653 PHII	ENR	Grants	0	944,600	0	0	0	0	944,600
2024-324C-002	Lake Ashton CR 653 PHII	None	Reserves	1,320,000	0	0	0	0	0	1,320,000
2024-324C-004	Logistics Parkway Stormwater Reclamation	ENR	WW Capital	0	155,700	181,500	1,675,400	1,052,400	0	3,065,000
2024-324C-004	Logistics Parkway Stormwater Reclamation	ENR	Grants	0	0	200,000	1,300,000	750,000	0	2,250,000
2024-324C-005	Reclaimed Bypass to WWTP#2	ENR	Reserves	0	259,500	545,000	0	0	0	804,500
2024-322C-003	Cypresswood Blvd Utility Exp to WTP (322,323,324)	ENR	W Capital	62,500	21,900	477,300	774,900	0	0	1,336,600
2024-322C-003	Cypresswood Blvd Utility Exp to WTP (322,323,324)	ENR	WW Capital	62,500	30,000	450,000	275,000	0	0	817,500
2024-322C-003	Cypresswood Blvd Utility Exp to WTP (322,323,324)	ENR	Grants	0	0	1,525,000	1,525,000	0	0	3,050,000
2025-301C-004	Fairfax WTP Antenna Replacment (301)	ENR	W Capital	0	363,300	381,500	0	0	0	744,800
2023-301C-003	Replacement HSP#1 AT Inwood WTP (301)	ENR	Reserves	500,000	519,000	0	0	0	0	1,019,000
2024-301C-004	Chemical Tank Upgrade (301)	ENR	WW Capital	0	155,700	1,634,900	0	0	0	1,790,600
2023-330C-002	Lift Station Replacement (323)	ENR	Reserves	1,200,000	1,245,600	1,307,900	1,373,300	1,441,900	1,514,000	8,082,700
2024-330C-014	Septic to Sewer AC Watermain Relocations (322)	ENR	Reserves	500,000	311,400	327,000	343,300	360,500	378,500	2,220,700
2023-919C-002	Automated Meter Infrastructure (AMI) (Moved tp 919/6301)	ENR	Reserves	300,000	519,000	272,500	114,400	0	0	1,205,900
	Bradco Property	ENR	W Capital	4,000,000	0	0	0	0	0	4,000,000
	Bradco Property		WW Capital	6,000,000						6,000,000
	Disk Filter	ENR	Reserves	600,000	0	0	0	0	0	600,000
	Clarifier Covers	ENR	Reserves	400,000	0	0	0	0	0	400,000
	Sand Filter #4	ENR	Reserves	300,000	0	0	0	0	0	300,000
	Lake Elbert Dr Water Main	ENR	Reserves	2,500,000	0	0	0	0	0	2,500,000
	SR544 Havendale-US17 FDOT Project	ENR	Reserves	250,000	0	0	0	0	0	250,000
	CGB-US 17-1st FDOT Project	ENR	Reserves	250,000	0	0	0	0	0	250,000
	SR544-US27-MLK FDOT Project	ENR	Reserves	200,000	830,400	0	0	0	0	1,030,400
	SR544-5th St-1st St FDOT Project	ENR	Reserves	75,000	0	0	0	0	0	75,000
	6th St-Ave G-US 17 FDOT Project	ENR	Reserves	75,000	0	0	0	0	0	75,000
	SR544-US17-11th St FDOT Project	ENR	Reserves	50,000	0	0	0	0	0	50,000
	SR544-42nd St-26th St FDOT Project	ENR	Reserves	35,000	72,700	70,800	0	0	0	178,500
	Lake Elbert Dr Sewer	ENR	WW Capital	1,750,000	0	0	0	0	0	1,750,000
	SR600-Jersey Rd-US17 FDOT Project	ENR	Reserves	200,000	0	0	0	0	0	200,000
	6th St-Ave G-US 17 FDOT Project	ENR	Reserves	75,000	0	0	0	0	0	75,000

City of Winter Haven
2024 Utility Rate Study
Exhibit 7: Capital Improvement Plan Projects and Funding Sources

Project ID	Description	Escalation Reference	Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
	SR544-42nd St-26th St FDOT Project	ENR	Reserves	35,000	0	0	0	0	0	35,000
	Capital Depletion Shortage #3244	ENR	Reserves	36,900	0	0	0	0	0	36,900
	Capital Depletion Shortage #3953	ENR	Reserves	22,700	0	0	0	0	0	22,700
	Vehicle for New Utility Construction Inspector	ENR	Reserves	41,700	0	0	0	0	0	41,700
	Vehicle for Pretreatment/FOG Coordinator	ENR	Reserves	42,200	0	0	0	0	0	42,200
	Crestwood Dr AC Water Main Replacement (322)	ENR	Reserves	0	259,500	0	0	0	0	259,500
	Replace Water Services-Lead & Copper (322)	ENR	Reserves	150,000	259,500	272,500	286,100	300,400	315,400	1,583,900
	Ave G NW-42nd St NW Water Main Replacement (322)	ENR	Reserves	0	67,500	272,500	211,700	234,300	252,300	1,038,300
	Replace AC Watermains-not identified (322)	ENR	Reserves	0	0	272,500	286,100	300,400	315,400	1,174,400
	Force Main Replacements (not identified) (323)	ENR	Reserves	150,000	155,700	163,500	171,700	180,200	189,300	1,010,400
	Cypress Gdns Rd/Lake Ned Roundabout (323)	ENR	Reserves	0	31,100	158,000	343,300	0	0	532,400
	Thompson Nursery Rd-US17 to Eloise Loop Rd (323)	ENR	Reserves	0	41,500	218,000	228,900	0	0	488,400
	floats to sonar/ panel upgrades (323)	ENR	Reserves	0	0	119,900	137,300	156,200	176,600	590,000
	Updating Telemetry/ Data Flow (323)	ENR	Reserves	0	0	81,700	85,800	90,100	94,600	352,200
	FDOT/Polk County Projects (not identified)	ENR	Reserves	0	0	408,700	658,000	690,900	725,500	2,483,100
	Total CIP			$42,908,500	$28,764,800	$110,019,700	$87,701,500	$98,321,900	$81,745,000	$449,461,400

Funding Sources		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Utility Reserves	Reserves	$11,160,486	$5,825,200	$9,164,800	$5,956,500	$5,557,300	$3,961,600	$41,625,886
Water Capital Reserves	W Capital	4,987,500	1,913,000	12,321,383	8,481,307	8,291,160	4,794,360	40,788,710
Wastewater Capital Reserves	WW Capital	10,912,500	7,615,000	16,706,417	18,499,560	15,694,340	2,976,640	72,404,457
Proposed SRF Loan 2024	SRF 2024	12,000,000	8,728,000	5,731,776	0	0	0	26,459,776
Proposed SRF Loan 2026	SRF 2026	0	0	5,994,500	2,861,000	0	0	8,855,500
Proposed Bonds 2026	Bonds 2026	0	0	45,223,500	44,072,700	66,302,500	67,500,700	223,099,400
Grants & Appropriations	Grants	1,098,014	3,620,600	9,939,900	4,994,400	2,476,600	2,511,700	24,641,214
PRWC Contribution	PRWC	2,550,000	1,038,000	3,154,090	2,252,700	0	0	8,994,790
Interlocal Agreements	IA	200,000	25,000	1,783,334	583,333	0	0	2,591,667
		$42,908,500	$28,764,800	$110,019,700	$87,701,500	$98,321,900	$81,745,000	$449,461,400

City of Winter Haven
2024 Utility Rate Study
Exhibit 8: Projected Water Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Operating Expenses	$13,412,600	$13,212,689	$15,434,588	$15,612,794	$18,683,937	$19,342,582
Debt Service						
Senior Debt						
2010 Utility Refund Issue	$1,400,600	$1,388,700	$1,380,300	$1,372,800	$1,361,200	$0
2015 Utility Refund Issue	357,500	357,500	357,500	357,500	178,800	1,902,500
Proposed Bonds 2026	0	0	0	0	1,337,661	1,337,661
Total Senior Debt	$1,758,100	$1,746,200	$1,737,800	$1,730,300	$2,877,661	$3,240,161
Subordinate Debt						
SRF 2024 SRF Loan	$0	$0	$0	$662,871	$662,871	$662,871
SRF 2026 SRF Loan	0	0	0	294,900	589,800	589,800
Total Subordinate Debt	$0	$0	$0	$957,771	$1,252,671	$1,252,671
Total Debt	$1,758,100	$1,746,200	$1,737,800	$2,688,071	$4,130,332	$4,492,832
Other Expenses / Transfers						
Capital Depletion Reserve	$156,700	$160,600	$164,600	$168,700	$172,900	$177,200
Transfers	2,844,800	3,269,900	2,990,500	3,283,200	3,657,900	4,343,600
Total Other Expenses / Transfers	$3,001,500	$3,430,500	$3,155,100	$3,451,900	$3,830,800	$4,520,800
Total Gross Revenue Requirements	$18,172,200	$18,389,389	$20,327,488	$21,752,765	$26,645,069	$28,356,214
Less Other Income						
Other Operating Revenues	$3,942,400	$4,041,200	$4,142,100	$4,245,700	$4,351,700	$4,460,700
PRWC Fee Revenues	0	646,400	727,500	844,800	3,878,800	3,947,900
R&R Fee Revenues	0	611,600	642,500	674,100	706,500	739,600
Connection Fees for Debt Service	125,000	125,000	125,000	125,000	125,000	125,000
Total Other Income	$4,067,400	$5,424,200	$5,637,100	$5,889,600	$9,062,000	$9,273,200
Net Revenue Requirements	$14,104,800	$12,965,189	$14,690,388	$15,863,165	$17,583,069	$19,083,014
System Rate Revenue						
Forecast Water Revenue (from existing rates)	$18,003,400	$18,676,900	$20,288,400	$22,393,600	$24,094,000	$24,051,100
Revenue from Prior Increases	0	466,900	1,027,100	1,721,900	2,501,300	3,160,500
Total Revenue Before Current Year Adjustment	$18,003,400	$19,143,800	$21,315,500	$24,115,500	$26,595,300	$27,211,600
Annual Indexing	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Additional Rate Adjustment	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Total Current Year Rate Adjustment	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Effective Month	June	October	October	October	October	October
% of Current Year Effective	33.3%	100.0%	100.0%	100.0%	100.0%	100.0%
Total Revenue From Current Year Adjustment	$150,000	$478,600	$532,900	$602,900	$664,900	$680,300
Total System Rate Revenue	$18,153,400	$19,622,400	$21,848,400	$24,718,400	$27,260,200	$27,891,900
Net Surplus/(Deficit)	$4,048,600	$6,657,211	$7,158,012	$8,855,235	$9,677,131	$8,808,886

City of Winter Haven
2024 Utility Rate Study
Exhibit 9: Projected Wastewater Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Operating Expenses	$21,297,600	$19,297,800	$20,196,000	$19,215,900	$19,564,800	$20,303,200
Debt Service						
Senior Debt						
2010 Utility Refund Issue	$1,400,600	$1,388,700	$1,380,300	$1,372,800	$1,361,200	$0
2015 Utility Refund Issue	357,500	357,500	357,500	357,500	178,800	1,902,500
Proposed Bonds 2026	0	0	0	0	10,626,589	10,626,589
Total Senior Debt	$1,758,100	$1,746,200	$1,737,800	$1,730,300	$12,166,589	$12,529,089
Subordinate Debt						
SRF WW531320	$47,400	$47,400	$47,400	$47,400	$47,400	$47,400
SRF WW531302	0	572,600	1,145,200	1,145,200	1,145,200	1,145,200
SRF WW531340	84,200	84,200	84,200	84,200	84,200	84,200
SRF WW531350	39,100	39,100	39,100	39,100	39,100	39,100
SRF 2024 SRF Loan	0	0	0	1,036,729	1,036,729	1,036,729
Total Subordinate Debt	$170,700	$743,300	$1,315,900	$2,352,629	$2,352,629	$2,352,629
Total Debt	$1,928,800	$2,489,500	$3,053,700	$4,082,929	$14,519,218	$14,881,718
Other Expenses / Transfers						
Capital Depletion Reserve	$453,000	$464,300	$475,900	$487,800	$500,000	$512,500
Transfers	1,802,200	2,071,600	2,524,100	2,872,000	3,346,700	3,808,700
Total Other Expenses / Transfers	$2,255,200	$2,535,900	$3,000,000	$3,359,800	$3,846,700	$4,321,200
Total Gross Revenue Requirements	$25,481,600	$24,323,200	$26,249,700	$26,658,629	$37,930,718	$39,506,118
Less Other Income						
Other Operating Revenues	$2,832,700	$2,903,700	$2,976,200	$3,050,600	$3,126,900	$3,205,300
R&R Fee Revenues	0	407,800	428,400	449,400	471,000	493,000
Connection Fees for Debt Service	1,125,000	1,125,000	1,125,000	1,125,000	6,000,000	6,000,000
Total Other Income	$3,957,700	$4,436,500	$4,529,600	$4,625,000	$9,597,900	$9,698,300
Net Revenue Requirements	$21,523,900	$19,886,700	$21,720,100	$22,033,629	$28,332,818	$29,807,818
System Rate Revenue						
Forecast Wastewater Revenue (from existing rates)	$15,322,500	$16,084,100	$17,330,600	$19,153,300	$20,558,200	$21,214,300
Revenue from Prior Increases	0	402,100	1,765,600	3,534,100	5,619,700	7,825,000
Total Revenue Before Current Year Adjustment	$15,322,500	$16,486,200	$19,096,200	$22,687,400	$26,177,900	$29,039,300
Annual Indexing	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Additional Rate Adjustment	2.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Total Current Year Rate Adjustment	2.50%	7.50%	7.50%	7.50%	7.50%	7.50%
Effective Month	June	October	October	October	October	October
% of Current Year Effective	33.3%	100.0%	100.0%	100.0%	100.0%	100.0%
Total Revenue From Current Year Adjustment	$127,700	$1,236,500	$1,432,200	$1,701,600	$1,963,300	$2,177,900
Total System Rate Revenue	$15,450,200	$17,722,700	$20,528,400	$24,389,000	$28,141,200	$31,217,200
Net Surplus/(Deficit)	($6,073,700)	($2,164,000)	($1,191,700)	$2,355,371	($191,618)	$1,409,382

City of Winter Haven
2024 Utility Rate Study
Exhibit 10: Projected Combined System Revenue Requirements

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Operating Expenses	$34,710,200	$32,510,489	$35,630,588	$34,828,694	$38,248,737	$39,645,782
Debt Service						
Senior Debt						
2010 Utility Refund Issue	$2,801,200	$2,777,400	$2,760,600	$2,745,600	$2,722,400	$0
2015 Utility Refund Issue	715,000	715,000	715,000	715,000	357,600	3,805,000
Proposed Bonds 2026	0	0	0	0	11,964,250	11,964,250
Total Senior Debt	$3,516,200	$3,492,400	$3,475,600	$3,460,600	$15,044,250	$15,769,250
Subordinate Debt						
SRF WW531320	$47,400	$47,400	$47,400	$47,400	$47,400	$47,400
SRF WW531302	0	572,600	1,145,200	1,145,200	1,145,200	1,145,200
SRF WW531340	84,200	84,200	84,200	84,200	84,200	84,200
SRF WW531350	39,100	39,100	39,100	39,100	39,100	39,100
SRF 2024 SRF Loan	0	0	0	1,699,600	1,699,600	1,699,600
SRF 2026 SRF Loan	0	0	0	294,900	589,800	589,800
Total Subordinate Debt	$170,700	$743,300	$1,315,900	$3,310,400	$3,605,300	$3,605,300
Total Debt	$3,686,900	$4,235,700	$4,791,500	$6,771,000	$18,649,550	$19,374,550
Other Expenses / Transfers						
Capital Depletion Reserve	$609,700	$624,900	$640,500	$656,500	$672,900	$689,700
Transfers	4,647,000	5,341,500	5,514,600	6,155,200	7,004,600	8,152,300
Total Other Expenses / Transfers	$5,256,700	$5,966,400	$6,155,100	$6,811,700	$7,677,500	$8,842,000
Total Gross Revenue Requirements	$43,653,800	$42,712,589	$46,577,188	$48,411,394	$64,575,787	$67,862,332
Less Other Income						
Other Operating Revenues	$6,775,100	$6,944,900	$7,118,300	$7,296,300	$7,478,600	$7,666,000
PRWC Fee Revenues	0	646,400	727,500	844,800	3,878,800	3,947,900
R&R Fee Revenues	0	1,019,400	1,070,900	1,123,500	1,177,500	1,232,600
Connection Fees	1,250,000	1,250,000	1,250,000	1,250,000	6,125,000	6,125,000
Total Other Income	$8,025,100	$9,860,700	$10,166,700	$10,514,600	$18,659,900	$18,971,500
Net Revenue Requirements	$35,628,700	$32,851,889	$36,410,488	$37,896,794	$45,915,887	$48,890,832
System Rate Revenue						
Forecast Wastewater Revenue (from existing rates)	$33,325,900	$34,761,000	$37,619,000	$41,546,900	$44,652,200	$45,265,400
Revenue from Prior Increases	0	869,000	2,792,700	5,256,000	8,121,000	10,985,500
Total Revenue Before Current Year Adjustment	$33,325,900	$35,630,000	$40,411,700	$46,802,900	$52,773,200	$56,250,900
Total Current Year Rate Adjustment	0.00%	4.81%	4.86%	4.92%	4.98%	5.08%
Effective Month		October	October	October	October	October
% of Current Year Effective		100.0%	100.0%	100.0%	100.0%	100.0%
Total Revenue From Current Year Adjustment	$277,700	$1,715,100	$1,965,100	$2,304,500	$2,628,200	$2,858,200
Total System Rate Revenue	$33,603,600	$37,345,100	$42,376,800	$49,107,400	$55,401,400	$59,109,100
Net Surplus/(Deficit)	($2,025,100)	$4,493,211	$5,966,312	$11,210,606	$9,485,513	$10,218,268

City of Winter Haven
2024 Utility Rate Study
Exhibit 11: Projected Debt Service Coverage

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
System Revenues						
Water	$18,153,400	$19,622,400	$21,848,400	$24,718,400	$27,260,200	$27,891,900
Wastewater	15,450,200	17,722,700	20,528,400	24,389,000	28,141,200	31,217,200
Total System Revenues	$33,603,600	$37,345,100	$42,376,800	$49,107,400	$55,401,400	$59,109,100
Other Income						
Other Operating Revenues	$6,775,100	$6,944,900	$7,118,300	$7,296,300	$7,478,600	$7,666,000
Connection Fees	1,250,000	1,250,000	1,250,000	1,250,000	6,125,000	6,125,000
Total Other Income	$8,025,100	$8,194,900	$8,368,300	$8,546,300	$13,603,600	$13,791,000
Operating Expenses						
Water	$13,412,600	$13,212,689	$15,434,588	$15,612,794	$18,683,937	$19,342,582
Wastewater	21,297,600	19,297,800	20,196,000	19,215,900	19,564,800	20,303,200
Total Operating Expenses	$34,710,200	$32,510,489	$35,630,588	$34,828,694	$38,248,737	$39,645,782
Debt Service						
Senior Debt						
2010 Utility Refund Issue	$2,801,200	$2,777,400	$2,760,600	$2,745,600	$2,722,400	$0
2015 Utility Refund Issue	715,000	715,000	715,000	715,000	357,600	3,805,000
Proposed Bonds 2026	0	0	0	0	11,964,250	11,964,250
Total Senior Debt	$3,516,200	$3,492,400	$3,475,600	$3,460,600	$15,044,250	$15,769,250
Subordinate Debt						
SRF WW531320	$47,400	$47,400	$47,400	$47,400	$47,400	$47,400
SRF WW531302	0	572,600	1,145,200	1,145,200	1,145,200	1,145,200
SRF WW531340	84,200	84,200	84,200	84,200	84,200	84,200
SRF WW531350	39,100	39,100	39,100	39,100	39,100	39,100
SRF 2024 SRF Loan	0	0	0	1,699,600	1,699,600	1,699,600
SRF 2026 SRF Loan	0	0	0	294,900	589,800	589,800
Total Subordinate Debt	$170,700	$743,300	$1,315,900	$3,310,400	$3,605,300	$3,605,300
Surplus/(Deficit)	$3,231,600	$8,793,811	$10,323,012	$16,054,006	$12,106,713	$13,879,768
Senior Debt Service Coverage (Need to meet one of two below requirements)						
Net Revenues (without Connection Fees)	$5,668,500	$11,779,511	$13,864,512	$21,575,006	$24,631,263	$27,129,318
Senior Debt	3,516,200	3,492,400	3,475,600	3,460,600	15,044,250	15,769,250
Achieved	1.61	3.37	3.99	6.23	1.64	1.72
Required	1.15	1.15	1.15	1.15	1.15	1.15
OR						
Net Revenues (with Connection Fees)	$6,918,500	$13,029,511	$15,114,512	$22,825,006	$30,756,263	$33,254,318
Senior Debt	3,516,200	3,492,400	3,475,600	3,460,600	15,044,250	15,769,250
Achieved	1.97	3.73	4.35	6.60	2.04	2.11
Required	1.10	1.10	1.10	1.10	1.10	1.10
SRF Debt Service Coverage						
Net Revenues (Less Senior Requirements)	$3,050,680	$9,187,871	$11,291,352	$19,018,346	$14,207,588	$15,908,143
Subordinate Debt	170,700	743,300	1,315,900	3,310,400	3,605,300	3,605,300
Achieved	17.87	12.36	8.58	5.75	3.94	4.41
Required	1.15	1.15	1.15	1.15	1.15	1.15
All-In Debt Service Coverage						
Net Revenues	$6,918,500	$13,029,511	$15,114,512	$22,825,006	$30,756,263	$33,254,318
Total Debt	3,686,900	4,235,700	4,791,500	6,771,000	18,649,550	19,374,550
Achieved	1.88	3.08	3.15	3.37	1.65	1.72
Target	1.75	1.75	1.75	1.75	1.75	1.75

City of Winter Haven
2024 Utility Rate Study
Exhibit 12: Projected Fund Balances

Description	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Utility Revenue Fund - Unrestricted						
Beginning Balance	$24,464,400	$11,278,814	$8,927,425	$4,658,037	$8,788,643	$11,539,356
Surplus/(Deficit) from Operations	(2,025,100)	4,493,211	5,966,312	11,210,606	9,485,513	10,218,268
Interest on Temp Loans	0	0	0	0	0	0
To O&M Budget Capital	0	0	0	0	0	0
To R&R Fund	0	(1,019,400)	(1,070,900)	(1,123,500)	(1,177,500)	(1,232,600)
To CIP Fund	(11,160,486)	(5,825,200)	(9,164,800)	(5,956,500)	(5,557,300)	(3,961,600)
Ending Balance	$11,278,814	$8,927,425	$4,658,037	$8,788,643	$11,539,356	$16,563,425
Target Minimum 3 Months	$8,677,550	$8,127,622	$8,907,647	$8,707,174	$9,562,184	$9,911,445
Water Connection Fee Fund						
Beginning Balance	$3,231,800	$517,100	$3,791,700	$545,817	$4,711,410	$8,924,350
Connection Fees from New Customers	2,397,800	5,312,600	9,200,500	12,771,900	12,629,100	4,200,500
Transfer for Debt Service	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)	(125,000)
Transfer to CIP Fund	(4,987,500)	(1,913,000)	(12,321,383)	(8,481,307)	(8,291,160)	(4,794,360)
Ending Balance	$517,100	$3,791,700	$545,817	$4,711,410	$8,924,350	$8,205,490
Target Minimum						
Wastewater Connection Fee Fund						
Beginning Balance	$17,239,500	$10,280,600	$12,022,600	$9,489,183	$11,162,623	$6,366,283
Connection Fees from New Customers	5,078,600	10,482,000	15,298,000	21,298,000	16,898,000	9,298,000
Transfer for Debt Service	(1,125,000)	(1,125,000)	(1,125,000)	(1,125,000)	(6,000,000)	(6,000,000)
Transfer to CIP Fund	(10,912,500)	(7,615,000)	(16,706,417)	(18,499,560)	(15,694,340)	(2,976,640)
Ending Balance	$10,280,600	$12,022,600	$9,489,183	$11,162,623	$6,366,283	$6,687,643
Target Minimum						
R&R Fund						
Beginning Balance	$0	$0	$1,019,400	$2,090,300	$3,213,800	$4,391,300
Transfer from Rates	0	0	0	0	0	0
Transfer from Unrestricted Reserves	0	1,019,400	1,070,900	1,123,500	1,177,500	1,232,600
Transfer to CIP Fund	0	0	0	0	0	0
Transfer to R&R Expenditures	0	0	0	0	0	0
Ending Balance	$0	$1,019,400	$2,090,300	$3,213,800	$4,391,300	$5,623,900
R&R Fund - Restricted For Bond Covenant						
Beginning Balance	$4,980,200	$4,980,200	$4,980,200	$4,980,200	$4,980,200	$4,980,200
Transfer from Rates	0	0	0	0	0	0
Transfer from Unrestricted Reserves	0	0	0	0	0	0
Transfer to CIP Fund	0	0	0	0	0	0
Transfer to R&R Expenditures	0	0	0	0	0	0
Ending Balance	$4,980,200	$4,980,200	$4,980,200	$4,980,200	$4,980,200	$4,980,200

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
Inside City						
Water	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Monthly Admin Fee	$3.06	$3.13	$3.21	$3.29	$3.37	$3.45
Monthly Base Charge Per ERC						
Single Family/Multi-Family Indiv. Metered						
5/8"	$6.78	$6.94	$7.11	$7.28	$7.46	$7.64
3/4"	6.78	6.94	7.11	7.28	7.46	7.64
1"	16.90	17.35	17.77	18.20	18.65	19.10
1.5"	33.78	34.70	35.55	36.40	37.30	38.20
2"	54.03	55.52	56.88	58.24	59.68	61.12
3"	108.06	111.04	113.76	116.48	119.36	122.24
4"	168.85	173.50	177.75	182.00	186.50	191.00
6"	405.21	416.40	426.60	436.80	447.60	458.40
8"	540.28	555.20	568.80	582.40	596.80	611.20
10"	776.68	798.10	817.65	837.20	857.90	878.60
Commercial/Multi-Family Master Metered						
5/8"	$7.46	$7.63	$7.82	$8.00	$8.20	$8.40
3/4"	7.46	7.63	7.82	8.00	8.20	8.40
1"	18.66	19.08	19.54	20.02	20.51	21.01
1.5"	37.32	38.17	39.10	40.04	41.03	42.02
2"	59.70	61.07	62.56	64.06	65.64	67.23
3"	119.41	122.14	125.13	128.12	131.29	134.46
4"	186.55	190.85	195.52	200.20	205.15	210.10
6"	447.70	458.04	469.26	480.48	492.36	504.24
8"	596.93	610.72	625.68	640.64	656.48	672.32
10"	858.09	877.91	899.41	920.92	943.69	966.46
Enterprise/Municipal						
5/8"	$6.78	$6.94	$7.11	$7.28	$7.46	$7.64
3/4"	6.78	6.94	7.11	7.28	7.46	7.64
1"	16.90	17.35	17.77	18.20	18.65	19.10
1.5"	33.78	34.70	35.55	36.40	37.30	38.20
2"	54.03	55.52	56.88	58.24	59.68	61.12
3"	108.06	111.04	113.76	116.48	119.36	122.24
4"	168.85	173.50	177.75	182.00	186.50	191.00
6"	405.21	416.40	426.60	436.80	447.60	458.40
8"	540.28	555.20	568.80	582.40	596.80	611.20
10"	776.68	798.10	817.65	837.20	857.90	878.60
Usage Rate Per 1,000 gal						
SF & MF (Master and Ind. Metered)						
Block 1 (0-5 kgal)	$2.25	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5-10 kgal)	3.78	3.87	3.96	4.05	4.15	4.25
Block 3 (10-15 kgal)	6.18	6.90	7.07	7.24	7.42	7.60
Block 4 (Above 15 kgal)	7.87	8.62	8.83	9.05	9.27	9.50
Commercial						
All Usage	$3.14	$3.21	$3.29	$3.37	$3.45	$3.53
Enterp. & Munic.						
All Usage	$3.14	$3.21	$3.29	$3.37	$3.45	$3.53
Irrigation						
Block 1 (0-5 kgal)	$2.25	$2.30	$2.35	$2.40	$2.46	$2.52
Block 2 (5-10 kgal)	3.78	3.87	3.96	4.05	4.15	4.25
Block 3 (10-15 kgal)	6.92	7.72	7.91	8.10	8.30	8.50
Block 4 (Above 15 kgal)	9.20	10.08	10.33	10.58	10.84	11.11
Additional Charges						
PRWC Rate						
Block 1 (0-5 kgal)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 (5-10 kgal)	0.00	0.25	0.25	0.25	1.00	1.00
Block 3 (10-15 kgal)	0.00	0.25	0.25	0.25	1.00	1.00
Block 4 (Above 15 kgal)	0.00	0.25	0.25	0.25	1.00	1.00

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
R&R Rate per Billing Equivalency						
Single Family/Multi-Family Indiv. Metered						
5/8"	$0.00	$1.50	$1.54	$1.58	$1.62	$1.66
3/4"	0.00	1.50	1.54	1.58	1.62	1.66
1"	0.00	3.75	3.85	3.95	4.05	4.15
1.5"	0.00	7.50	7.70	7.90	8.10	8.30
2"	0.00	12.00	12.32	12.64	12.96	13.28
3"	0.00	24.00	24.64	25.28	25.92	26.56
4"	0.00	37.50	38.50	39.50	40.50	41.50
6"	0.00	90.00	92.40	94.80	97.20	99.60
8"	0.00	120.00	123.20	126.40	129.60	132.80
10"	0.00	172.50	177.10	181.70	186.30	190.90
Commercial/Multi-Family Master Metered						
5/8"	$0.00	$1.50	$1.54	$1.58	$1.62	$1.66
3/4"	0.00	1.50	1.54	1.58	1.62	1.66
1"	0.00	3.75	3.85	3.95	4.05	4.15
1.5"	0.00	7.50	7.70	7.90	8.10	8.30
2"	0.00	12.00	12.32	12.64	12.96	13.28
3"	0.00	24.00	24.64	25.28	25.92	26.56
4"	0.00	37.50	38.50	39.50	40.50	41.50
6"	0.00	90.00	92.40	94.80	97.20	99.60
8"	0.00	120.00	123.20	126.40	129.60	132.80
10"	0.00	172.50	177.10	181.70	186.30	190.90
Enterprise/Municipal						
5/8"	$0.00	$1.50	$1.54	$1.58	$1.62	$1.66
3/4"	0.00	1.50	1.54	1.58	1.62	1.66
1"	0.00	3.75	3.85	3.95	4.05	4.15
1.5"	0.00	7.50	7.70	7.90	8.10	8.30
2"	0.00	12.00	12.32	12.64	12.96	13.28
3"	0.00	24.00	24.64	25.28	25.92	26.56
4"	0.00	37.50	38.50	39.50	40.50	41.50
6"	0.00	90.00	92.40	94.80	97.20	99.60
8"	0.00	120.00	123.20	126.40	129.60	132.80
10"	0.00	172.50	177.10	181.70	186.30	190.90
Wastewater						
Monthly Base Charge Per ERC						
Single Family/Multi-Family Indiv. Metered						
5/8"	$9.58	$10.29	$11.06	$11.88	$12.77	$13.72
3/4"	9.58	10.29	11.06	11.88	12.77	13.72
1"	23.90	25.72	27.65	29.70	31.92	34.30
1.5"	47.80	51.45	55.30	59.40	63.85	68.60
2"	76.44	82.32	88.48	95.04	102.16	109.76
3"	152.87	164.64	176.96	190.08	204.32	219.52
4"	238.87	257.25	276.50	297.00	319.25	343.00
6"	563.56	617.40	663.60	712.80	766.20	823.20
8"	764.33	823.20	884.80	950.40	1,021.60	1,097.60
10"	1,098.72	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Commercial/Multi-Family Master Metered						
5/8"	$10.52	$11.31	$12.16	$13.06	$14.04	$15.09
3/4"	10.52	11.31	12.16	13.06	14.04	15.09
1"	26.30	28.29	30.41	32.67	35.11	37.73
1.5"	52.59	56.59	60.83	65.34	70.23	75.46
2"	84.11	90.55	97.32	104.54	112.37	120.73
3"	168.21	181.10	194.65	209.08	224.75	241.47
4"	262.83	282.97	304.15	326.70	351.17	377.30
6"	630.73	679.14	729.96	784.08	842.82	905.52
8"	840.97	905.52	973.28	1,045.44	1,123.76	1,207.36
10"	1,208.91	1,301.68	1,399.09	1,502.82	1,615.40	1,735.58

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
Enterprise/Municipal						
5/8"	$9.58	$10.29	$11.06	$11.88	$12.77	$13.72
3/4"	9.58	10.29	11.06	11.88	12.77	13.72
1"	23.90	25.72	27.65	29.70	31.92	34.30
1.5"	47.80	51.45	55.30	59.40	63.85	68.60
2"	76.44	82.32	88.48	95.04	102.16	109.76
3"	152.87	164.64	176.96	190.08	204.32	219.52
4"	238.87	257.25	276.50	297.00	319.25	343.00
6"	563.56	617.40	663.60	712.80	766.20	823.20
8"	764.33	823.20	884.80	950.40	1,021.60	1,097.60
10"	1,098.72	1,183.35	1,271.90	1,366.20	1,468.55	1,577.80
Usage Rate Per 1,000 gal						
SF & MF (Master and Ind. Metered)						
Below Cap (0 - 10,000)	$5.52	$5.93	$6.37	$6.84	$7.35	$7.90
Above Cap	0.00	0.00	0.00	0.00	0.00	0.00
All Others	5.52	5.93	6.37	6.84	7.35	7.90
Circumstantial	5.35	5.75	6.18	6.64	7.13	7.66
Orchid Springs	6.36	6.83	7.34	7.89	8.48	9.11
Reclaimed Water						
General Service						
Monthly Base Charge Per EIC	$6.43	$6.91	$7.42	$7.97	$8.56	$9.20
Usage Rate/1,000 gal	1.39	1.49	1.60	1.72	1.84	1.97
Large User						
Pressure						
Monthly Base Charge Per EIC	$5.23	$5.62	$6.04	$6.49	$6.97	$7.49
Usage Rate/1,000 gal	1.12	1.20	1.29	1.38	1.48	1.59
Non-Pressure						
Monthly Base Charge Per EIC	$3.70	$3.97	$4.26	$4.57	$4.91	$5.27
Usage Rate/1,000 gal	0.78	0.83	0.89	0.95	1.02	1.09
Interruptible						
Monthly Base Charge Per EIC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Usage Rate/1,000 gal	0.27	0.29	0.31	0.33	0.35	0.37
Outside City						
Water						
Monthly Admin Fee	$3.82	$3.91	$4.01	$4.11	$4.21	$4.31
Monthly Base Charge Per ERC						
Single Family/Multi-Family Indiv. Metered						
5/8"	$8.47	$8.67	$8.88	$9.10	$9.32	$9.55
3/4"	8.47	8.67	8.88	9.10	9.32	9.55
1"	21.12	21.68	22.21	22.75	23.31	23.87
1.5"	42.21	43.37	44.43	45.50	46.62	47.75
2"	67.54	69.40	71.10	72.80	74.60	76.40
3"	135.09	138.80	142.20	145.60	149.20	152.80
4"	211.07	216.87	222.18	227.50	233.12	238.75
6"	506.51	520.50	533.25	546.00	559.50	573.00
8"	675.36	694.00	711.00	728.00	746.00	764.00
10"	970.83	997.62	1,022.06	1,046.50	1,072.37	1,098.25
Commercial/Multi-Family Master Metered						
5/8"	$9.32	$9.53	$9.77	$10.00	$10.25	$10.50
3/4"	9.32	9.53	9.77	10.00	10.25	10.50
1"	23.32	23.85	24.42	25.02	25.63	26.26
1.5"	46.65	47.71	48.87	50.05	51.28	52.52
2"	74.63	76.33	78.20	80.07	82.05	84.03
3"	149.26	152.67	156.41	160.15	164.11	168.07
4"	233.18	238.56	244.40	250.25	256.43	262.62
6"	559.63	572.55	586.57	600.60	615.45	630.30
8"	746.17	763.40	782.10	800.80	820.60	840.40
10"	1,072.63	1,097.38	1,124.26	1,151.15	1,179.61	1,208.07

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
Enterprise/Municipal						
5/8"	$8.47	$8.67	$8.88	$9.10	$9.32	$9.55
3/4"	8.47	8.67	8.88	9.10	9.32	9.55
1"	21.12	21.68	22.21	22.75	23.31	23.87
1.5"	42.21	43.37	44.43	45.50	46.62	47.75
2"	67.54	69.40	71.10	72.80	74.60	76.40
3"	135.09	138.80	142.20	145.60	149.20	152.80
4"	211.07	216.87	222.18	227.50	233.12	238.75
6"	506.51	520.50	533.25	546.00	559.50	573.00
8"	675.36	694.00	711.00	728.00	746.00	764.00
10"	970.83	997.62	1,022.06	1,046.50	1,072.37	1,098.25
Usage Rate Per 1,000 gal						
SF & MF (Master and Ind. Metered)						
Block 1 (0-5 kgal)	$2.81	$2.87	$2.93	$3.00	$3.07	$3.15
Block 2 (5-10 kgal)	4.72	4.83	4.95	5.06	5.18	5.31
Block 3 (10-15 kgal)	7.72	8.62	8.83	9.05	9.27	9.50
Block 4 (Above 15 kgal)	9.83	10.77	11.03	11.31	11.58	11.87
Commercial						
All Usage	$3.92	$4.01	$4.11	$4.21	$4.31	$4.41
Enterp. & Munic.						
All Usage	$3.92	$4.01	$4.11	$4.21	$4.31	$4.41
Irrigation						
Block 1 (0-5 kgal)	$2.81	$2.87	$2.93	$3.00	$3.07	$3.15
Block 2 (5-10 kgal)	4.72	4.83	4.95	5.06	5.18	5.31
Block 3 (10-15 kgal)	8.65	9.65	9.88	10.12	10.37	10.62
Block 4 (Above 15 kgal)	11.50	12.60	12.91	13.22	13.55	13.88
Additional Charges						
PRWC Rate						
Block 1 (0-5 kgal)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Block 2 (5-10 kgal)	0.00	0.31	0.31	0.31	1.25	1.25
Block 3 (10-15 kgal)	0.00	0.31	0.31	0.31	1.25	1.25
Block 4 (Above 15 kgal)	0.00	0.31	0.31	0.31	1.25	1.25
R&R Rate per Billing Equivalency						
Single Family/Multi-Family Indiv. Metered						
5/8"	$0.00	$1.88	$1.93	$1.98	$2.03	$2.08
3/4"	0.00	1.88	1.93	1.98	2.03	2.08
1"	0.00	4.69	4.81	4.94	5.06	5.19
1.5"	0.00	9.38	9.63	9.88	10.13	10.38
2"	0.00	15.00	15.40	15.80	16.20	16.60
3"	0.00	30.00	30.80	31.60	32.40	33.20
4"	0.00	46.88	48.13	49.38	50.63	51.88
6"	0.00	112.50	115.50	118.50	121.50	124.50
8"	0.00	150.00	154.00	158.00	162.00	166.00
10"	0.00	215.63	221.38	227.13	232.88	238.63
Commercial/Multi-Family Master Metered						
5/8"	$0.00	$1.88	$1.93	$1.98	$2.03	$2.08
3/4"	0.00	1.88	1.93	1.98	2.03	2.08
1"	0.00	4.69	4.81	4.94	5.06	5.19
1.5"	0.00	9.38	9.63	9.88	10.13	10.38
2"	0.00	15.00	15.40	15.80	16.20	16.60
3"	0.00	30.00	30.80	31.60	32.40	33.20
4"	0.00	46.88	48.13	49.38	50.63	51.88
6"	0.00	112.50	115.50	118.50	121.50	124.50
8"	0.00	150.00	154.00	158.00	162.00	166.00
10"	0.00	215.63	221.38	227.13	232.88	238.63

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
Enterprise/Municipal						
5/8"	$0.00	$1.88	$1.93	$1.98	$2.03	$2.08
3/4"	0.00	1.88	1.93	1.98	2.03	2.08
1"	0.00	4.69	4.81	4.94	5.06	5.19
1.5"	0.00	9.38	9.63	9.88	10.13	10.38
2"	0.00	15.00	15.40	15.80	16.20	16.60
3"	0.00	30.00	30.80	31.60	32.40	33.20
4"	0.00	46.88	48.13	49.38	50.63	51.88
6"	0.00	112.50	115.50	118.50	121.50	124.50
8"	0.00	150.00	154.00	158.00	162.00	166.00
10"	0.00	215.63	221.38	227.13	232.88	238.63
Wastewater						
Monthly Base Charge Per ERC						
Single Family/Multi-Family Indiv. Metered						
5/8"	$11.97	$12.86	$13.82	$14.85	$15.96	$17.15
3/4"	11.97	12.86	13.82	14.85	15.96	17.15
1"	29.87	32.15	34.56	37.12	39.90	42.87
1.5"	59.75	64.31	69.12	74.25	79.81	85.75
2"	95.55	102.90	110.60	118.80	127.70	137.20
3"	191.08	205.80	221.20	237.60	255.40	274.40
4"	298.58	321.56	345.62	371.25	399.06	428.75
6"	704.45	771.75	829.50	891.00	957.75	1,029.00
8"	955.41	1,029.00	1,106.00	1,188.00	1,277.00	1,372.00
10"	1,373.40	1,479.18	1,589.87	1,707.75	1,835.68	1,972.25
Commercial/Multi-Family Master Metered						
5/8"	$13.15	$14.13	$15.20	$16.32	$17.55	$18.86
3/4"	13.15	14.13	15.20	16.32	17.55	18.86
1"	32.87	35.36	38.01	40.83	43.88	47.16
1.5"	65.73	70.73	76.03	81.67	87.78	94.32
2"	105.13	113.18	121.65	130.67	140.46	150.91
3"	210.26	226.37	243.31	261.35	280.93	301.83
4"	328.53	353.71	380.18	408.37	438.96	471.62
6"	788.41	848.92	912.45	980.10	1,053.52	1,131.90
8"	1,051.21	1,131.90	1,216.60	1,306.80	1,404.70	1,509.20
10"	1,511.13	1,627.10	1,748.86	1,878.52	2,019.25	2,169.47
Enterprise/Municipal						
5/8"	$11.97	$12.86	$13.82	$14.85	$15.96	$17.15
3/4"	11.97	12.86	13.82	14.85	15.96	17.15
1"	29.87	32.15	34.56	37.12	39.90	42.87
1.5"	59.75	64.31	69.12	74.25	79.81	85.75
2"	95.55	102.90	110.60	118.80	127.70	137.20
3"	191.08	205.80	221.20	237.60	255.40	274.40
4"	298.58	321.56	345.62	371.25	399.06	428.75
6"	704.45	771.75	829.50	891.00	957.75	1,029.00
8"	955.41	1,029.00	1,106.00	1,188.00	1,277.00	1,372.00
10"	1,373.40	1,479.18	1,589.87	1,707.75	1,835.68	1,972.25
Usage Rate Per 1,000 gal						
SF & MF (Master and Ind. Metered)						
Below Cap (0 - 14,000)	$6.90	$7.41	$7.96	$8.55	$9.18	$9.87
Above Cap	0.00	0.00	0.00	0.00	0.00	0.00
All Others	6.90	7.41	7.96	8.55	9.18	9.87
Circumstantial	6.68	7.18	7.72	8.30	8.91	9.57

City of Winter Haven
2024 Utility Rate Study
Exhibit 13: Recommended System Rates

Description	Existing May 1, 2024	Proposed Rates Effective Oct. 1, 2024	Oct. 1, 2025	Oct. 1, 2026	Oct. 1, 2027	Oct. 1, 2028
Reclaimed Water						
General Service						
Monthly Base Charge Per EIC	$8.03	$8.63	$9.27	$9.96	$10.70	$11.50
Usage Rate/1,000 gal	1.73	1.86	2.00	2.15	2.30	2.46
Large User						
Pressure						
Monthly Base Charge Per EIC	$6.53	$7.02	$7.55	$8.11	$8.71	$9.36
Usage Rate/1,000 gal	1.40	1.50	1.61	1.72	1.85	1.98
Non-Pressure						
Monthly Base Charge Per EIC	$4.62	$4.96	$5.32	$5.71	$6.13	$6.58
Usage Rate/1,000 gal	0.97	1.03	1.11	1.18	1.27	1.36
Interruptible						
Monthly Base Charge Per EIC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Usage Rate/1,000 gal	0.33	0.36	0.38	0.41	0.43	0.46

ORDINANCE O-24-41

COMPOSITE EXHIBIT “B”

SCHEDULES 1-R (REVISED EFFECTIVE OCTOBER 1, 2024, OCTOBER 1, 2025, OCTOBER 1, 2026, OCTOBER 1, 2027 AND OCTOBER 1, 2028)

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2024

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.13	$3.13	$3.13	$3.13	$3.13	$3.13	$3.13	$3.13	$3.13	$3.13
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.50	$3.75	$7.50	$12.00	$24.00	$37.50	$90.00	$120.00	$172.50
Water Base Charge per EMC		$6.94	$17.35	$34.70	$55.52	$111.04	$173.50	$416.40	$555.20	$798.10
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.30	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$3.87	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$6.90	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$8.62	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$10.29	$25.72	$51.45	$82.32	$164.64	$257.25	$617.40	$823.20	$1,183.35
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$5.93									
Irrigation Base Charge per EMC		$6.94	$17.35	$34.70	$55.52	$111.04	$173.50	$416.40	$555.20	$798.10
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.30	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$3.87	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.72	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$10.08	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.50	$3.75	$7.50	$12.00	$24.00	$37.50	$90.00	$120.00	$172.50
Water Base Charge per EMC		$7.63	$19.08	$38.17	$61.07	$122.14	$190.85	$458.04	$610.72	$877.91
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.30	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.87	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$6.90	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$8.62	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$11.31	$28.29	$56.59	$90.55	$181.10	$282.97	$679.14	$905.52	$1,301.68
Wastewater Usage Rate/1,000 gallons	$5.93									
Irrigation Base Charge per EMC		$7.63	$19.08	$38.17	$61.07	$122.14	$190.85	$458.04	$610.72	$877.91
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.30	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.87	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.72	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.08	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2024

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.50	$3.75	$7.50	$12.00	$24.00	$37.50	$90.00	$120.00	$172.50
Water Base Charge per EMC		$7.63	$19.08	$38.17	$61.07	$122.14	$190.85	$458.04	$610.72	$877.91
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$3.21	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$11.31	$28.29	$56.59	$90.55	$181.10	$282.97	$679.14	$905.52	$1,301.68
Wastewater Usage Rate/1,000 gallons	$5.93									
Irrigation Base Charge per EMC		$7.63	$19.08	$38.17	$61.07	$122.14	$190.85	$458.04	$610.72	$877.91
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.30	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.87	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.72	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.08	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.50	$3.75	$7.50	$12.00	$24.00	$37.50	$90.00	$120.00	$172.50
Water Base Charge per EMC		$6.94	$17.35	$34.70	$55.52	$111.04	$173.50	$416.40	$555.20	$798.10
Water Usage Rate/1,000 gallons	$3.21									
PRWC Surcharge/1,000 gallons	$0.25									
Wastewater Base Charge per EMC		$10.29	$25.72	$51.45	$82.32	$164.64	$257.25	$617.40	$823.20	$1,183.35
Wastewater Usage Rate/1,000 gallons	$5.93									
Irrigation Base Charge per EMC		$6.94	$17.35	$34.70	$55.52	$111.04	$173.50	$416.40	$555.20	$798.10
Irrigation Usage Rate/1,000 gallons	$3.21									
PRWC Surcharge/1,000 gallons	$0.25									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$6.91									
Usage Rate/1,000 gal	$1.49									
Large User										
Pressure										
Monthly Base Charge Per EIC	$5.62									
Usage Rate/1,000 gal	$1.20									
Non-Pressure										
Monthly Base Charge Per EIC	$3.97									
Usage Rate/1,000 gal	$0.83									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.29									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$5.75									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2024

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.91	$3.91	$3.91	$3.91	$3.91	$3.91	$3.91	$3.91	$3.91	$3.91
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.88	$4.69	$9.38	$15.00	$30.00	$46.88	$112.50	$150.00	$215.63
Water Base Charge per EMC		$8.67	$21.68	$43.37	$69.40	$138.80	$216.87	$520.50	$694.00	$997.62
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.87	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.83	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$8.62	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$10.77	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$12.86	$32.15	$64.31	$102.90	$205.80	$321.56	$771.75	$1,029.00	$1,479.18
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$7.41									
Irrigation Base Charge per EMC		$8.67	$21.68	$43.37	$69.40	$138.80	$216.87	$520.50	$694.00	$997.62
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.87	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.83	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$9.65	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$12.60	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.88	$4.69	$9.38	$15.00	$30.00	$46.88	$112.50	$150.00	$215.63
Water Base Charge per EMC		$9.53	$23.85	$47.71	$76.33	$152.67	$238.56	$572.55	$763.40	$1,097.38
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.87	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.83	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.62	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.77	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$14.13	$35.36	$70.73	$113.18	$226.37	$353.71	$848.92	$1,131.90	$1,627.10
Wastewater Usage Rate/1,000 gallons	$7.41									
Irrigation Base Charge per EMC		$9.53	$23.85	$47.71	$76.33	$152.67	$238.56	$572.55	$763.40	$1,097.38
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.87	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.83	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.65	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$12.60	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2024

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.88	$4.69	$9.38	$15.00	$30.00	$46.88	$112.50	$150.00	$215.63
Water Base Charge per EMC		$9.53	$23.85	$47.71	$76.33	$152.67	$238.56	$572.55	$763.40	$1,097.38
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$4.01	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$14.13	$35.36	$70.73	$113.18	$226.37	$353.71	$848.92	$1,131.90	$1,627.10
Wastewater Usage Rate/1,000 gallons	$7.41									
Irrigation Base Charge per EMC		$9.53	$23.85	$47.71	$76.33	$152.67	$238.56	$572.55	$763.40	$1,097.38
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.87	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.83	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.65	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$12.60	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.88	$4.69	$9.38	$15.00	$30.00	$46.88	$112.50	$150.00	$215.63
Water Base Charge per EMC		$8.67	$21.68	$43.37	$69.40	$138.80	$216.87	$520.50	$694.00	$997.62
Water Usage Rate/1,000 gallons	$4.01									
PRWC Surcharge/1,000 gallons	$0.31									
Wastewater Base Charge per EMC		$12.86	$32.15	$64.31	$102.90	$205.80	$321.56	$771.75	$1,029.00	$1,479.18
Wastewater Usage Rate/1,000 gallons	$7.41									
Irrigation Base Charge per EMC		$8.67	$21.68	$43.37	$69.40	$138.80	$216.87	$520.50	$694.00	$997.62
Irrigation Usage Rate/1,000 gallons	$4.01									
PRWC Surcharge/1,000 gallons	$0.31									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$8.63									
Usage Rate/1,000 gal	$1.86									
Large User										
Pressure										
Monthly Base Charge Per EIC	$7.02									
Usage Rate/1,000 gal	$1.50									
Non-Pressure										
Monthly Base Charge Per EIC	$4.96									
Usage Rate/1,000 gal	$1.03									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.36									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$7.18									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2025

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.21	$3.21	$3.21	$3.21	$3.21	$3.21	$3.21	$3.21	$3.21	$3.21
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.54	$3.85	$7.70	$12.32	$24.64	$38.50	$92.40	$123.20	$177.10
Water Base Charge per EMC		$7.11	$17.77	$35.55	$56.88	$113.76	$177.75	$426.60	$568.80	$817.65
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.35	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$3.96	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.07	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$8.83	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$11.06	$27.65	$55.30	$88.48	$176.96	$276.50	$663.60	$884.80	$1,271.90
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$6.37									
Irrigation Base Charge per EMC		$7.11	$17.77	$35.55	$56.88	$113.76	$177.75	$426.60	$568.80	$817.65
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.35	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$3.96	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.91	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$10.33	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.54	$3.85	$7.70	$12.32	$24.64	$38.50	$92.40	$123.20	$177.10
Water Base Charge per EMC		$7.82	$19.54	$39.10	$62.56	$125.13	$195.52	$469.26	$625.68	$899.41
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.35	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.96	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.07	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$8.83	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$12.16	$30.41	$60.83	$97.32	$194.65	$304.15	$729.96	$973.28	$1,399.09
Wastewater Usage Rate/1,000 gallons	$6.37									
Irrigation Base Charge per EMC		$7.82	$19.54	$39.10	$62.56	$125.13	$195.52	$469.26	$625.68	$899.41
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.35	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.96	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.91	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.33	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2025

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.54	$3.85	$7.70	$12.32	$24.64	$38.50	$92.40	$123.20	$177.10
Water Base Charge per EMC		$7.82	$19.54	$39.10	$62.56	$125.13	$195.52	$469.26	$625.68	$899.41
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$3.29	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$12.16	$30.41	$60.83	$97.32	$194.65	$304.15	$729.96	$973.28	$1,399.09
Wastewater Usage Rate/1,000 gallons	$6.37									
Irrigation Base Charge per EMC		$7.82	$19.54	$39.10	$62.56	$125.13	$195.52	$469.26	$625.68	$899.41
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.35	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$3.96	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.91	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.33	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.54	$3.85	$7.70	$12.32	$24.64	$38.50	$92.40	$123.20	$177.10
Water Base Charge per EMC		$7.11	$17.77	$35.55	$56.88	$113.76	$177.75	$426.60	$568.80	$817.65
Water Usage Rate/1,000 gallons	$3.29									
PRWC Surcharge/1,000 gallons	$0.25									
Wastewater Base Charge per EMC		$11.06	$27.65	$55.30	$88.48	$176.96	$276.50	$663.60	$884.80	$1,271.90
Wastewater Usage Rate/1,000 gallons	$6.37									
Irrigation Base Charge per EMC		$7.11	$17.77	$35.55	$56.88	$113.76	$177.75	$426.60	$568.80	$817.65
Irrigation Usage Rate/1,000 gallons	$3.29									
PRWC Surcharge/1,000 gallons	$0.25									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$7.42									
Usage Rate/1,000 gal	$1.60									
Large User										
Pressure										
Monthly Base Charge Per EIC	$6.04									
Usage Rate/1,000 gal	$1.29									
Non-Pressure										
Monthly Base Charge Per EIC	$4.26									
Usage Rate/1,000 gal	$0.89									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.31									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$6.18									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2025

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$4.01	$4.01	$4.01	$4.01	$4.01	$4.01	$4.01	$4.01	$4.01	$4.01
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.93	$4.81	$9.63	$15.40	$30.80	$48.13	$115.50	$154.00	$221.38
Water Base Charge per EMC		$8.88	$22.21	$44.43	$71.10	$142.20	$222.18	$533.25	$711.00	$1,022.06
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.93	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.95	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$8.83	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$11.03	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$13.82	$34.56	$69.12	$110.60	$221.20	$345.62	$829.50	$1,106.00	$1,589.87
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$7.96									
Irrigation Base Charge per EMC		$8.88	$22.21	$44.43	$71.10	$142.20	$222.18	$533.25	$711.00	$1,022.06
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.93	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.95	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$9.88	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$12.91	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.93	$4.81	$9.63	$15.40	$30.80	$48.13	$115.50	$154.00	$221.38
Water Base Charge per EMC		$9.77	$24.42	$48.87	$78.20	$156.41	$244.40	$586.57	$782.10	$1,124.26
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.93	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.95	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.83	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.03	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$15.20	$38.01	$76.03	$121.65	$243.31	$380.18	$912.45	$1,216.60	$1,748.86
Wastewater Usage Rate/1,000 gallons	$7.96									
Irrigation Base Charge per EMC		$9.77	$24.42	$48.87	$78.20	$156.41	$244.40	$586.57	$782.10	$1,124.26
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.93	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.95	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.88	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$12.91	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2025

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.93	$4.81	$9.63	$15.40	$30.80	$48.13	$115.50	$154.00	$221.38
Water Base Charge per EMC		$9.77	$24.42	$48.87	$78.20	$156.41	$244.40	$586.57	$782.10	$1,124.26
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$4.11	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$15.20	$38.01	$76.03	$121.65	$243.31	$380.18	$912.45	$1,216.60	$1,748.86
Wastewater Usage Rate/1,000 gallons	$7.96									
Irrigation Base Charge per EMC		$9.77	$24.42	$48.87	$78.20	$156.41	$244.40	$586.57	$782.10	$1,124.26
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.93	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.95	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.88	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$12.91	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.93	$4.81	$9.63	$15.40	$30.80	$48.13	$115.50	$154.00	$221.38
Water Base Charge per EMC		$8.88	$22.21	$44.43	$71.10	$142.20	$222.18	$533.25	$711.00	$1,022.06
Water Usage Rate/1,000 gallons	$4.11									
PRWC Surcharge/1,000 gallons	$0.31									
Wastewater Base Charge per EMC		$13.82	$34.56	$69.12	$110.60	$221.20	$345.62	$829.50	$1,106.00	$1,589.87
Wastewater Usage Rate/1,000 gallons	$7.96									
Irrigation Base Charge per EMC		$8.88	$22.21	$44.43	$71.10	$142.20	$222.18	$533.25	$711.00	$1,022.06
Irrigation Usage Rate/1,000 gallons	$4.11									
PRWC Surcharge/1,000 gallons	$0.31									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$9.27									
Usage Rate/1,000 gal	$2.00									
Large User										
Pressure										
Monthly Base Charge Per EIC	$7.55									
Usage Rate/1,000 gal	$1.61									
Non-Pressure										
Monthly Base Charge Per EIC	$5.32									
Usage Rate/1,000 gal	$1.11									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.38									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$7.72									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2026

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.29	$3.29	$3.29	$3.29	$3.29	$3.29	$3.29	$3.29	$3.29	$3.29
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.58	$3.95	$7.90	$12.64	$25.28	$39.50	$94.80	$126.40	$181.70
Water Base Charge per EMC		$7.28	$18.20	$36.40	$58.24	$116.48	$182.00	$436.80	$582.40	$837.20
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.40	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.05	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.24	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$9.05	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$11.88	$29.70	$59.40	$95.04	$190.08	$297.00	$712.80	$950.40	$1,366.20
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$6.84									
Irrigation Base Charge per EMC		$7.28	$18.20	$36.40	$58.24	$116.48	$182.00	$436.80	$582.40	$837.20
Irrigation Usage Rate/1,000 gallons		R								
Block 1	$2.40	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.05	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$8.10	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$10.58	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.58	$3.95	$7.90	$12.64	$25.28	$39.50	$94.80	$126.40	$181.70
Water Base Charge per EMC		$8.00	$20.02	$40.04	$64.06	$128.12	$200.20	$480.48	$640.64	$920.92
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.40	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.05	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.24	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$9.05	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$13.06	$32.67	$65.34	$104.54	$209.08	$326.70	$784.08	$1,045.44	$1,502.82
Wastewater Usage Rate/1,000 gallons	$6.84									
Irrigation Base Charge per EMC		$8.00	$20.02	$40.04	$64.06	$128.12	$200.20	$480.48	$640.64	$920.92
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.40	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.05	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.10	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.58	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2026

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.58	$3.95	$7.90	$12.64	$25.28	$39.50	$94.80	$126.40	$181.70
Water Base Charge per EMC		$8.00	$20.02	$40.04	$64.06	$128.12	$200.20	$480.48	$640.64	$920.92
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$3.37	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$13.06	$32.67	$65.34	$104.54	$209.08	$326.70	$784.08	$1,045.44	$1,502.82
Wastewater Usage Rate/1,000 gallons	$6.84									
Irrigation Base Charge per EMC		$8.00	$20.02	$40.04	$64.06	$128.12	$200.20	$480.48	$640.64	$920.92
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.40	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.05	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.10	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.58	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.58	$3.95	$7.90	$12.64	$25.28	$39.50	$94.80	$126.40	$181.70
Water Base Charge per EMC		$7.28	$18.20	$36.40	$58.24	$116.48	$182.00	$436.80	$582.40	$837.20
Water Usage Rate/1,000 gallons	$3.37									
PRWC Surcharge/1,000 gallons	$0.25									
Wastewater Base Charge per EMC		$11.88	$29.70	$59.40	$95.04	$190.08	$297.00	$712.80	$950.40	$1,366.20
Wastewater Usage Rate/1,000 gallons	$6.84									
Irrigation Base Charge per EMC		$7.28	$18.20	$36.40	$58.24	$116.48	$182.00	$436.80	$582.40	$837.20
Irrigation Usage Rate/1,000 gallons	$3.37									
PRWC Surcharge/1,000 gallons	$0.25									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$7.97									
Usage Rate/1,000 gal	$1.72									
Large User										
Pressure										
Monthly Base Charge Per EIC	$6.49									
Usage Rate/1,000 gal	$1.38									
Non-Pressure										
Monthly Base Charge Per EIC	$4.57									
Usage Rate/1,000 gal	$0.95									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.33									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$6.64									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2026

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$4.11	$4.11	$4.11	$4.11	$4.11	$4.11	$4.11	$4.11	$4.11	$4.11
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.98	$4.94	$9.88	$15.80	$31.60	$49.38	$118.50	$158.00	$227.13
Water Base Charge per EMC		$9.10	$22.75	$45.50	$72.80	$145.60	$227.50	$546.00	$728.00	$1,046.50
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.00	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.06	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$9.05	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$11.31	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$14.85	$37.12	$74.25	$118.80	$237.60	$371.25	$891.00	$1,188.00	$1,707.75
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$8.55									
Irrigation Base Charge per EMC		$9.10	$22.75	$45.50	$72.80	$145.60	$227.50	$546.00	$728.00	$1,046.50
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.00	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.06	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$10.12	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$13.22	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.98	$4.94	$9.88	$15.80	$31.60	$49.38	$118.50	$158.00	$227.13
Water Base Charge per EMC		$10.00	$25.02	$50.05	$80.07	$160.15	$250.25	$600.60	$800.80	$1,151.15
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.00	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.06	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.05	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.31	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$16.32	$40.83	$81.67	$130.67	$261.35	$408.37	$980.10	$1,306.80	$1,878.52
Wastewater Usage Rate/1,000 gallons	$8.55									
Irrigation Base Charge per EMC		$10.00	$25.02	$50.05	$80.07	$160.15	$250.25	$600.60	$800.80	$1,151.15
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.00	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.06	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.12	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.22	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2026

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.98	$4.94	$9.88	$15.80	$31.60	$49.38	$118.50	$158.00	$227.13
Water Base Charge per EMC		$10.00	$25.02	$50.05	$80.07	$160.15	$250.25	$600.60	$800.80	$1,151.15
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$4.21	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$16.32	$40.83	$81.67	$130.67	$261.35	$408.37	$980.10	$1,306.80	$1,878.52
Wastewater Usage Rate/1,000 gallons	$8.55									
Irrigation Base Charge per EMC		$10.00	$25.02	$50.05	$80.07	$160.15	$250.25	$600.60	$800.80	$1,151.15
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.00	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.06	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.12	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.22	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$0.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.98	$4.94	$9.88	$15.80	$31.60	$49.38	$118.50	$158.00	$227.13
Water Base Charge per EMC		$9.10	$22.75	$45.50	$72.80	$145.60	$227.50	$546.00	$728.00	$1,046.50
Water Usage Rate/1,000 gallons	$4.21									
PRWC Surcharge/1,000 gallons	$0.31									
Wastewater Base Charge per EMC		$14.85	$37.12	$74.25	$118.80	$237.60	$371.25	$891.00	$1,188.00	$1,707.75
Wastewater Usage Rate/1,000 gallons	$8.55									
Irrigation Base Charge per EMC		$9.10	$22.75	$45.50	$72.80	$145.60	$227.50	$546.00	$728.00	$1,046.50
Irrigation Usage Rate/1,000 gallons	$4.21									
PRWC Surcharge/1,000 gallons	$0.31									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$9.96									
Usage Rate/1,000 gal	$2.15									
Large User										
Pressure										
Monthly Base Charge Per EIC	$8.11									
Usage Rate/1,000 gal	$1.72									
Non-Pressure										
Monthly Base Charge Per EIC	$5.71									
Usage Rate/1,000 gal	$1.18									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.41									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$8.30									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2027

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.37	$3.37	$3.37	$3.37	$3.37	$3.37	$3.37	$3.37	$3.37	$3.37
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.62	$4.05	$8.10	$12.96	$25.92	$40.50	$97.20	$129.60	$186.30
Water Base Charge per EMC		$7.46	$18.65	$37.30	$59.68	$119.36	$186.50	$447.60	$596.80	$857.90
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.46	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.15	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.42	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$9.27	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.00	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$12.77	$31.92	$63.85	$102.16	$204.32	$319.25	$766.20	$1,021.60	$1,468.55
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$7.35									
Irrigation Base Charge per EMC		$7.46	$18.65	$37.30	$59.68	$119.36	$186.50	$447.60	$596.80	$857.90
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.46	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.15	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$8.30	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$10.84	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.62	$4.05	$8.10	$12.96	$25.92	$40.50	$97.20	$129.60	$186.30
Water Base Charge per EMC		$8.20	$20.51	$41.03	$65.64	$131.29	$205.15	$492.36	$656.48	$943.69
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.46	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.15	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.42	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$9.27	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$14.04	$35.11	$70.23	$112.37	$224.75	$351.17	$842.82	$1,123.76	$1,615.40
Wastewater Usage Rate/1,000 gallons	$7.35									
Irrigation Base Charge per EMC		$8.20	$20.51	$41.03	$65.64	$131.29	$205.15	$492.36	$656.48	$943.69
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.46	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.15	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.30	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.84	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2027

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.62	$4.05	$8.10	$12.96	$25.92	$40.50	$97.20	$129.60	$186.30
Water Base Charge per EMC		$8.20	$20.51	$41.03	$65.64	$131.29	$205.15	$492.36	$656.48	$943.69
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$3.45	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$14.04	$35.11	$70.23	$112.37	$224.75	$351.17	$842.82	$1,123.76	$1,615.40
Wastewater Usage Rate/1,000 gallons	$7.35									
Irrigation Base Charge per EMC		$8.20	$20.51	$41.03	$65.64	$131.29	$205.15	$492.36	$656.48	$943.69
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.46	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.15	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.30	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$10.84	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.62	$4.05	$8.10	$12.96	$25.92	$40.50	$97.20	$129.60	$186.30
Water Base Charge per EMC		$7.46	$18.65	$37.30	$59.68	$119.36	$186.50	$447.60	$596.80	$857.90
Water Usage Rate/1,000 gallons	$3.45									
PRWC Surcharge/1,000 gallons	$1.00									
Wastewater Base Charge per EMC		$12.77	$31.92	$63.85	$102.16	$204.32	$319.25	$766.20	$1,021.60	$1,468.55
Wastewater Usage Rate/1,000 gallons	$7.35									
Irrigation Base Charge per EMC		$7.46	$18.65	$37.30	$59.68	$119.36	$186.50	$447.60	$596.80	$857.90
Irrigation Usage Rate/1,000 gallons	$3.45									
PRWC Surcharge/1,000 gallons	$1.00									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$8.56									
Usage Rate/1,000 gal	$1.84									
Large User										
Pressure										
Monthly Base Charge Per EIC	$6.97									
Usage Rate/1,000 gal	$1.48									
Non-Pressure										
Monthly Base Charge Per EIC	$4.91									
Usage Rate/1,000 gal	$1.02									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.35									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$7.13									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2027

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$4.21	$4.21	$4.21	$4.21	$4.21	$4.21	$4.21	$4.21	$4.21	$4.21
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$2.03	$5.06	$10.13	$16.20	$32.40	$50.63	$121.50	$162.00	$232.88
Water Base Charge per EMC		$9.32	$23.31	$46.62	$74.60	$149.20	$233.12	$559.50	$746.00	$1,072.37
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.07	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.18	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$9.27	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$11.58	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.25	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$15.96	$39.90	$79.81	$127.70	$255.40	$399.06	$957.75	$1,277.00	$1,835.68
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$9.18									
Irrigation Base Charge per EMC		$9.32	$23.31	$46.62	$74.60	$149.20	$233.12	$559.50	$746.00	$1,072.37
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.07	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.18	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$10.37	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$13.55	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$2.03	$5.06	$10.13	$16.20	$32.40	$50.63	$121.50	$162.00	$232.88
Water Base Charge per EMC		$10.25	$25.63	$51.28	$82.05	$164.11	$256.43	$615.45	$820.60	$1,179.61
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.07	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.18	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.27	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.58	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$17.55	$43.88	$87.78	$140.46	$280.93	$438.96	$1,053.52	$1,404.70	$2,019.25
Wastewater Usage Rate/1,000 gallons	$9.18									
Irrigation Base Charge per EMC		$10.25	$25.63	$51.28	$82.05	$164.11	$256.43	$615.45	$820.60	$1,179.61
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.07	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.18	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.37	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.55	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2027

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$2.03	$5.06	$10.13	$16.20	$32.40	$50.63	$121.50	$162.00	$232.88
Water Base Charge per EMC		$10.25	$25.63	$51.28	$82.05	$164.11	$256.43	$615.45	$820.60	$1,179.61
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$4.31	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$17.55	$43.88	$87.78	$140.46	$280.93	$438.96	$1,053.52	$1,404.70	$2,019.25
Wastewater Usage Rate/1,000 gallons	$9.18									
Irrigation Base Charge per EMC		$10.25	$25.63	$51.28	$82.05	$164.11	$256.43	$615.45	$820.60	$1,179.61
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.07	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.18	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.37	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.55	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$2.03	$5.06	$10.13	$16.20	$32.40	$50.63	$121.50	$162.00	$232.88
Water Base Charge per EMC		$9.32	$23.31	$46.62	$74.60	$149.20	$233.12	$559.50	$746.00	$1,072.37
Water Usage Rate/1,000 gallons	$4.31									
PRWC Surcharge/1,000 gallons	$1.25									
Wastewater Base Charge per EMC		$15.96	$39.90	$79.81	$127.70	$255.40	$399.06	$957.75	$1,277.00	$1,835.68
Wastewater Usage Rate/1,000 gallons	$9.18									
Irrigation Base Charge per EMC		$9.32	$23.31	$46.62	$74.60	$149.20	$233.12	$559.50	$746.00	$1,072.37
Irrigation Usage Rate/1,000 gallons	$4.31									
PRWC Surcharge/1,000 gallons	$1.25									

Reuse Water	
General Service	
Monthly Base Charge Per EIC	$10.70
Usage Rate/1,000 gal	$2.30
Large User	
Pressure	
Monthly Base Charge Per EIC	$8.71
Usage Rate/1,000 gal	$1.85
Non-Pressure	
Monthly Base Charge Per EIC	$6.13
Usage Rate/1,000 gal	$1.27
Interruptible	
Monthly Base Charge Per EIC	$0.00
Usage Rate/1,000 gal	$0.43

Circumstantial Wastewater Customers	
Wastewater Base Charge per EMC	N/A
Usage Rate/1,000 gal	$8.91

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2028

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$3.45	$3.45	$3.45	$3.45	$3.45	$3.45	$3.45	$3.45	$3.45	$3.45
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$1.66	$4.15	$8.30	$13.28	$26.56	$41.50	$99.60	$132.80	$190.90
Water Base Charge per EMC		$7.64	$19.10	$38.20	$61.12	$122.24	$191.00	$458.40	$611.20	$878.60
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.52	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.25	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$7.60	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$9.50	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.00	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$13.72	$34.30	$68.60	$109.76	$219.52	$343.00	$823.20	$1,097.60	$1,577.80
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$7.90									
Irrigation Base Charge per EMC		$7.64	$19.10	$38.20	$61.12	$122.24	$191.00	$458.40	$611.20	$878.60
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.52	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$4.25	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$8.50	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$11.11	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$1.66	$4.15	$8.30	$13.28	$26.56	$41.50	$99.60	$132.80	$190.90
Water Base Charge per EMC		$8.40	$21.01	$42.02	$67.23	$134.46	$210.10	$504.24	$672.32	$966.46
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.52	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.25	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$7.60	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$9.50	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$15.09	$37.73	$75.46	$120.73	$241.47	$377.30	$905.52	$1,207.36	$1,735.58
Wastewater Usage Rate/1,000 gallons	$7.90									
Irrigation Base Charge per EMC		$8.40	$21.01	$42.02	$67.23	$134.46	$210.10	$504.24	$672.32	$966.46
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.52	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.25	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.50	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.11	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Inside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2028

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$1.66	$4.15	$8.30	$13.28	$26.56	$41.50	$99.60	$132.80	$190.90
Water Base Charge per EMC		$8.40	$21.01	$42.02	$67.23	$134.46	$210.10	$504.24	$672.32	$966.46
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$3.53	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$15.09	$37.73	$75.46	$120.73	$241.47	$377.30	$905.52	$1,207.36	$1,735.58
Wastewater Usage Rate/1,000 gallons	$7.90									
Irrigation Base Charge per EMC		$8.40	$21.01	$42.02	$67.23	$134.46	$210.10	$504.24	$672.32	$966.46
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$2.52	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$4.25	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$8.50	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.11	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.00	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$1.66	$4.15	$8.30	$13.28	$26.56	$41.50	$99.60	$132.80	$190.90
Water Base Charge per EMC		$7.64	$19.10	$38.20	$61.12	$122.24	$191.00	$458.40	$611.20	$878.60
Water Usage Rate/1,000 gallons	$3.53									
PRWC Surcharge/1,000 gallons	$1.00									
Wastewater Base Charge per EMC		$13.72	$34.30	$68.60	$109.76	$219.52	$343.00	$823.20	$1,097.60	$1,577.80
Wastewater Usage Rate/1,000 gallons	$7.90									
Irrigation Base Charge per EMC		$7.64	$19.10	$38.20	$61.12	$122.24	$191.00	$458.40	$611.20	$878.60
Irrigation Usage Rate/1,000 gallons	$3.53									
PRWC Surcharge/1,000 gallons	$1.00									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$9.20									
Usage Rate/1,000 gal	$1.97									
Large User										
Pressure										
Monthly Base Charge Per EIC	$7.49									
Usage Rate/1,000 gal	$1.59									
Non-Pressure										
Monthly Base Charge Per EIC	$5.27									
Usage Rate/1,000 gal	$1.09									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.37									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$7.66									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2028

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Administration Charge Per Bill	$4.31	$4.31	$4.31	$4.31	$4.31	$4.31	$4.31	$4.31	$4.31	$4.31
Single Family & Individually Metered Multi-Family [1]										
R&R Charge Per EMC		$2.08	$5.19	$10.38	$16.60	$33.20	$51.88	$124.50	$166.00	$238.63
Water Base Charge per EMC		$9.55	$23.87	$47.75	$76.40	$152.80	$238.75	$573.00	$764.00	$1,098.25
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.15	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.31	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$9.50	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$11.87	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.25	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000	Above 5,000
Wastewater Base Charge per EMC		$17.15	$42.87	$85.75	$137.20	$274.40	$428.75	$1,029.00	$1,372.00	$1,972.25
Wastewater Usage Rate/1,000 gallons										
0 - 10,000 gallons	$9.87									
Irrigation Base Charge per EMC		$9.55	$23.87	$47.75	$76.40	$152.80	$238.75	$573.00	$764.00	$1,098.25
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.15	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000	0 - 5,000
Block 2	$5.31	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000	5,001 - 10,000
Block 3	$10.62	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000	10,001 - 15,000
Block 4	$13.88	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000	Above 15,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Master Metered Multi-Family										
R&R Charge Per EMC		$2.08	$5.19	$10.38	$16.60	$33.20	$51.88	$124.50	$166.00	$238.63
Water Base Charge per EMC		$10.50	$26.26	$52.52	$84.03	$168.07	$262.62	$630.30	$840.40	$1,208.07
Water Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.15	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.31	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$9.50	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$11.87	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	Above 5,000	Above 12,500	Above 25,000	Above 40,000	Above 80,000	Above 125,000	Above 300,000	Above 400,000	Above 575,000
Wastewater Base Charge per EMC		$18.86	$47.16	$94.32	$150.91	$301.83	$471.62	$1,131.90	$1,509.20	$2,169.47
Wastewater Usage Rate/1,000 gallons	$9.87									
Irrigation Base Charge per EMC		$10.50	$26.26	$52.52	$84.03	$168.07	$262.62	$630.30	$840.40	$1,208.07
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.15	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.31	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.62	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.88	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage

SCHEDULE 1-R

Outside City Water, Wastewater and Reuse Water Rates and Charges Effective 10/01/2028

	Amount	Meter Size								
		3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"
Commercial										
R&R Charge Per EMC		$2.08	$5.19	$10.38	$16.60	$33.20	$51.88	$124.50	$166.00	$238.63
Water Base Charge per EMC		$10.50	$26.26	$52.52	$84.03	$168.07	$262.62	$630.30	$840.40	$1,208.07
Water Usage Rate/1,000 gallons		Gallons per Block:								
All Consumption	$4.41	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Wastewater Base Charge per EMC		$18.86	$47.16	$94.32	$150.91	$301.83	$471.62	$1,131.90	$1,509.20	$2,169.47
Wastewater Usage Rate/1,000 gallons	$9.87									
Irrigation Base Charge per EMC		$10.50	$26.26	$52.52	$84.03	$168.07	$262.62	$630.30	$840.40	$1,208.07
Irrigation Usage Rate/1,000 gallons		Gallons per Block:								
Block 1	$3.15	0 - 5,000	0 - 12,500	0 - 25,000	0 - 40,000	0 - 80,000	0 - 125,000	0 - 300,000	0 - 400,000	0 - 575,000
Block 2	$5.31	5,001 - 10,000	12,501 - 25,000	25,001 - 50,000	40,001 - 80,000	80,001 - 160,000	125,001 - 250,000	300,001 - 600,000	400,001 - 800,000	575,001 - 1,150,000
Block 3	$10.62	10,001 - 15,000	25,001 - 37,500	50,001 - 75,000	80,001 - 120,000	160,001 - 240,000	250,001 - 375,000	600,001 - 900,000	800,001 - 1,200,000	1,150,001 - 1,725,000
Block 4	$13.88	Above 15,000	Above 37,500	Above 75,000	Above 120,000	Above 240,000	Above 375,000	Above 900,000	Above 1,200,000	Above 1,725,000
PRWC Surcharge/1,000 gallons	$1.25	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage	All Usage
Municipal / Enterprise										
R&R Charge Per EMC		$2.08	$5.19	$10.38	$16.60	$33.20	$51.88	$124.50	$166.00	$238.63
Water Base Charge per EMC		$9.55	$23.87	$47.75	$76.40	$152.80	$238.75	$573.00	$764.00	$1,098.25
Water Usage Rate/1,000 gallons	$4.41									
PRWC Surcharge/1,000 gallons	$1.25									
Wastewater Base Charge per EMC		$17.15	$42.87	$85.75	$137.20	$274.40	$428.75	$1,029.00	$1,372.00	$1,972.25
Wastewater Usage Rate/1,000 gallons	$9.87									
Irrigation Base Charge per EMC		$9.55	$23.87	$47.75	$76.40	$152.80	$238.75	$573.00	$764.00	$1,098.25
Irrigation Usage Rate/1,000 gallons	$4.41									
PRWC Surcharge/1,000 gallons	$1.25									
Reuse Water										
General Service										
Monthly Base Charge Per EIC	$11.50									
Usage Rate/1,000 gal	$2.46									
Large User										
Pressure										
Monthly Base Charge Per EIC	$9.36									
Usage Rate/1,000 gal	$1.98									
Non-Pressure										
Monthly Base Charge Per EIC	$6.58									
Usage Rate/1,000 gal	$1.36									
Interruptible										
Monthly Base Charge Per EIC	$0.00									
Usage Rate/1,000 gal	$0.46									
Circumstantial Wastewater Customers										
Wastewater Base Charge per EMC	N/A									
Usage Rate/1,000 gal	$9.57									

1. Single Family and Individually Metered Multi-Family connections requiring meter sizes greater than 2.0-inches will need to be approved by the City Manager or the City Manager's designee.

ORDINANCE O-24-41

EXHIBIT “C”

SCHEDULE OF MISCELLANEOUS CHARGES AND FEES AND OTHER MUNICIPAL SERVICES FEES (EFFECTIVE 10/01/2024)

Miscellaneous Charges and Fees

Description	Inside	Outside
Water Meter Installation:		
3/4" Meter	$ 627.00	$ 783.75
1.0" Meter	$ 870.00	$ 1,087.50
1.5" Meter	$ 1,451.00	$ 1,813.75
2.0" Meter	$ 1,651.00	$ 2,063.75
Larger than 2.0" Meter (Cost as determined by the Utility Director and Must be approved by the City Manager.)	Cost plus 25%	Cost plus 25%
Irrigation Meter Installation: Installed the same time as Domestic		
3/4" Meter	$ 646.00	$ 807.50
1.0" Meter	$ 889.00	$ 1,111.25
1.5" Meter	$ 1,415.00	$ 1,768.75
2.0" Meter	$ 1,616.00	$ 2,020.00
Temporary/ Construction/ Hydrant Meter		
Administrative and Hook-up	$ 68.00	$ 85.00
Deposits: Meter & Consumption	$ 1,744.20	$ 2,180.26
Total Cost	$ 1,812.20	$ 2,265.26
Water Service Extension:	Cost determined by Utility Director + 25%	
Sewer Service Extension:	Cost determined by Utility Director + 25%	
Water Line Sampling	$ 220.55	$ 275.68
Line/ Lateral Location (Water or Wastewater)	$ 96.48	$ 120.60
Meter Testing (Bench Test)	$ 96.48	$ 120.60
Meter Box Upgrade (Traffic Bearing)	$ 109.00	$ 136.25
Sewer Inspection	$ 68.00	$ 85.00
Lien Search Fee	$ 40.00	$ 40.00
New Account/ Initial Turn On	$ 75.74	$ 94.66
Irrigation Turn On	$ 37.87	$ 47.33
New Service Garbage Only	$ 37.87	N/A
Transfer of Account	$ 51.89	$ 64.86
15 Day Temporary Service	$ 37.87	$ 47.33
Unauthorized Connections/ Tampering	$ 50.65	$ 63.29
Delinquent Account Reactivation and Turn On	$ 66.20	$ 82.76
Delinquent Payment Penalty (Late Fee)	Greater of $6.71 or 5% of outstanding balance	Greater of $8.38 or 6.25% of outstanding balance

Miscellaneous Charges and Fees

Description	Inside	Outside
Monthly Billed Miscellaneous Charges:		
Stormwater Maintenance Fee:		
Residential	$ 3.91	N/A
With Mitigation Credits	$ 2.22	N/A
Stormwater Quality Fee:		
Residential	$ 4.12	N/A
With Mitigation Credits	$ 2.41	N/A
Recycling:		
Residential (65 gal. Roll cart/ Pickup weekly)	$ 2.90	N/A
Commercial (65 gal. Roll cart/ Pickup weekly)	$ 7.89	N/A
Commercial (95 gal. Roll cart/ Pickup weekly)	$ 15.81	N/A
Garbage:		
Residential Pick Up	$ 27.80	N/A
Fire Service Charges:		
Fire Sprinkler System -Small	$ 4.89	$ 6.11
Fire Sprinkler System -Large	$ 57.03	$ 71.29
Fire Standpipe System	$ 3.26	$ 4.08
Fire Sprinkler Standpipe System	$ 1.64	$ 2.05
Fire Hydrant	$ 6.96	$ 8.36
Special Vacation Bill Amounts:		
Water ONLY	N/A	$ 14.46
Water and Sewer/ Wastewater	$ 29.89	$ 27.32
Water, Sewer/ Wastewater and Irrigation	$ 36.83	$ 35.99
Garbage Only	$ 11.16	N/A

Notes:

1. Effective 10/1/2025, and each 10/1 thereafter, each rate, fee, and charge in this schedule of Miscellaneous Charges and Fees and other municipal services fees shall increase automatically by 2.5%. (Ord. O-24-41)

2. Water- and Sewer-related Rates, Charges and Fees in this Schedule are imposed by Ordinances O-05-67 and O-24-41 and by §§ 19-143 (Water Meter Installation), 19-150(b) (Irrigation Meter Installation), 19-37 (Temporary Services), 19-145 (Sewer Inspection), 19-2 and 19-153 (Accounts), 19-6 and 19-144 (Reactivation), 19-12(d) (Unauthorized Connections and Tampering), 19-147(b) (Fire Services), and 19-150(g) (Special Vacation Amounts) of the City Code.

3. Stormwater- and Garbage-related Rates, Charges, and Fees in this Schedule are imposed by §§ 14-60 (Garbage) and 19-219(c) (Stormwater) of the City Code.

DATE: August 19, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Ordinance O-24-42, Amending Schedule of Water and Sewer Connection Fees

BACKGROUND

Raftelis Financial Consultants, Inc. has, on behalf of the City of Winter Haven, Florida, performed a study of the City's water and sewer connection fees, entitled "City of Winter Haven 2024 Utility Connection Fee Study" and dated August 14, 2024 (Raftelis Study) which has provided a thorough fiscal analysis of the City's water and sewer capital requirements, actual revenues generated and expected revenues generated from water and sewer connection fees.

The Raftelis Study recommends that the City revise its current rate schedule for water and sewer connection fees to adjust and increase the effective rates to net amounts that are equitable, provide for reasonable recovery without exceeding the current cost of expansion-related capital improvements associated with new connections, and take into consideration reductions from revenues derived from other sources that are anticipated to pay for a portion of the expansion-related capital improvements.

For adequate recovery, the recommended adjustments in connection fees per equivalent residential connection included in Ordinance O-24-42 are an increase from $1,669.50 to $3,671.25 for water and an increase from $4,196.50 to $8,175.00 for sewer. In the special South Industrial Service Area Connection Fee Zone covering industrial development south of Wastewater Treatment Plant 3, the recommended adjustments in connection fees per equivalent residential connection are an increase from $962.00 to $2,730.75 for water and an increase from $3,454.00 to $7,000.00 for sewer.

In addition to the Raftelis Study-recommended connection fee adjustments, Ordinance O-24-42 implements a staff-recommended change to create a water and sewer connection fee price lock for Large Scale Projects, as defined in the Ordinance, that have received site plan approval.

Although water and sewer connection fees are exempt from the Florida Impact Fee Act, care has been taken in developing the recommendations of staff and Raftelis to ensure that the updated water and sewer connection fees found in Ordinance O-24-42 and the procedures used by the City Commission to

consider Ordinance O-24-42 follow the Act as nearly as practicable to avoid conflict and promote uniformity in the City's collection and use of development-related fees and charges. Ordinance O-24-42 makes a specific fact finding that the Raftelis Study is a qualifying demonstrated need study that would justify a present extraordinary need to amend and increase the water and sewer connection fees beyond the Act's fee phase-in limitations, if the Act applied, based on current conditions, such as the City's participation in the Polk Regional Water Cooperative, the cost and need to develop the City's One Water Master Plan and regional alternative water supply projects for future water supply, and the City's need for significant land acquisition and system improvements to increase processing and discharge capacities. Public workshops to discuss these extraordinary needs will be convened on August 21, 2024 and September 4, 2024 in addition to the public hearing required on Second Reading for ordinance adoption. Ordinance O-24-42 adopts by reference the Raftelis Study which is attached as Exhibit A to the Ordinance.

FINANCIAL IMPACT

The schedule of connection fees established by Ordinance O-24-42 will take effect on January 1, 2025. The Ordinance is expected to have a positive fiscal impact accruing to the City's water and sewer connection fee accounts, which are restricted funds used for expansion-related capital projects for treatment and transmission capacity. In addition, this Ordinance relates to the adoption of water and sewer revenue sources that are necessary to fund the City's budget and Capital Improvement Projects addressed therein. Accordingly, Staff is of the opinion that this Ordinance is exempt from the Business Impact Estimate requirement as set forth in Section 166.041(4)(c)3. of the Florida Statutes.

RECOMMENDATION

The schedule of connection fees established by Ordinance O-24-42 will take effect on January 1, 2025. The Ordinance is expected to have a positive fiscal impact accruing to the City's water and sewer connection fee accounts, which are restricted funds used for expansion-related capital projects for treatment and transmission capacity. In addition, this Ordinance relates to the adoption of water and sewer revenue sources that are necessary to fund the City's budget and Capital Improvement Projects addressed therein. Accordingly, Staff is of the opinion that this Ordinance is exempt from the Business Impact Estimate requirement as set forth in Section 166.041(4)(c)3. of the Florida Statutes.

ATTACHMENT

- Ordinance O-24-42

ORDINANCE O-24-42

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RELATING TO UTILITIES; AMENDING AND REVISING THE SCHEDULE OF RATES FOR WATER AND SEWER CONNECTION FEES; PROVIDING AUTHORITY FOR AN ADMINISTRATIVE INCREASE FOR ALL WATER AND SEWER CONNECTION FEES EQUAL TO THE PERCENTAGE INCREASE IN THE ENGINEERING NEWS-RECORD CONSTRUCTION COST INDEX ON THE 1ST OF OCTOBER OF EACH YEAR WITHOUT HEARING; CREATING SECTION 19-154, CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; PROVIDING FOR CONNECTION FEE PRICE LOCK AGREEMENTS FOR LARGE SCALE PROJECTS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION, FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven requires new developments within areas served by the City's water and sewer utility systems to connect with the City's systems and to pay to the City all applicable fees, costs and charges, including tap, capacity "impact" and meter set fees; and

WHEREAS, the City Commission of the City of Winter Haven finds that the City's capacity-related fees which are assessed under the City's municipal and proprietary powers to ensure that adequate capacity is made available within the City's publicly-owned transmission and treatment facilities to offset the effects of new development and new system connections, are "connection fees" as that term is used in the Florida Impact Fee Act, codified in pertinent part at Section 163.31801(12) of the Florida Statutes (2024); and

WHEREAS, Raftelis Financial Consultants, Inc. ("Raftelis") has, on behalf of the City of Winter Haven, Florida, performed a comprehensive study of the City's water and sewer connection fees, entitled "City of Winter Haven 2024 Utility Connection Fee Study" dated August 14, 2024 (the "Study"), a copy of which is attached hereto and incorporated herein as Exhibit "A" to this Ordinance, which has provided a thorough fiscal analysis of the City's water and sewer capital requirements, actual revenues generated and expected revenues generated from water and sewer connection fees; and

WHEREAS, the City Commission of the City of Winter Haven finds the Study to be based on reasonable municipal utility business assumptions including proposed modifications to the level of service for an equivalent residential water connection reducing the figure from 350 gallons per day of consumption per equivalent residential unit to 275 gallons per day of consumption per equivalent residential unit, and the level

of service for sewer collection reducing the figure from 275 gallons per day per equivalent residential unit to 250 gallons per day per equivalent residential unit, which the City Commission intends to address separately in Ordinance O-24-48; and

WHEREAS, based on the Raftelis Study, and the comments received from members of the public and customers of the City's utility system during open and properly advertised workshops and meetings, the City Commission of the City of Winter Haven finds it necessary to revise its current rate schedule for water and sewer connection fees to adjust and increase the effective rates to net amounts, before addition of any lawfully permitted fee surcharge, that are equitable, provide for reasonable recovery without exceeding the current cost of expansion related capital improvements associated with providing capacity to new connections, and take into consideration reductions from revenues derived from other sources that are anticipated to pay for a portion of the expansion related capital improvements; and

WHEREAS, the aforementioned Florida Impact Fee Act expressly does not apply to water and wastewater connection fees; and

WHEREAS, notwithstanding the foregoing, the City Commission of the City of Winter Haven finds that the Study is a qualifying demonstrated need study that would justify, under the Florida Impact Fee Act and Chapter 2021-63, Laws of Florida, should those acts apply, a present need to amend and increase the water and sewer connection fees charged to new customers of the City's Utility System, without the need for phase-in limitations, due to the extraordinary circumstances faced by the City which include, but are not limited to, the City's participation in the Polk Regional Water Cooperative, the cost and need to develop the City's One Water Master Plan and regional alternative water supply projects for future water supply, and the City's need for significant land acquisition and system improvements to increase processing and discharge capacities; and

WHEREAS, the City Commission of the City of Winter Haven has held two publicly noticed Workshop meetings prior to the adoption of this Ordinance dedicated to discussing the extraordinary circumstances necessitating the need to increase the water and wastewater connection fees established herein; and

WHEREAS, the City Commission of the City of Winter Haven finds it prudent to provide at least 90 days of notice to the development community prior to the effective date of the water and wastewater connection fees established herein, which the City Commission sets at January 1, 2025; and

WHEREAS, the City Commission of the City of Winter Haven finds that all public hearing, notice, and workshop requirements imposed by general law, if any, for the consideration and adoption of this Ordinance have been met; and

WHEREAS, the City Commission of the City of Winter Haven finds that the proposed revisions to the City's water and sewer connection fees promote the public health, safety, and general welfare of the community and that it is expedient to amend

and revise provisions of the City's Utilities Code relating to the same as well as to provide authority for administrative annual increases in such connection fees, equal to the percentage change in the Engineering News-Record Construction Cost Index, which the City Commission finds to be an industry-accepted measurement of the rate of inflation in the price of construction and building materials for capital improvements, without the need for further hearing; and

WHEREAS, the City Commission of the City of Winter Haven finds that large scale projects with site plan approval, such as multifamily housing developments in excess of 300 habitable units, warehouses in excess of 250,000 square feet, and industrial uses in excess of 250,000 square feet require advance planning with significant time leads for building components and supplies and that such developers should be offered the opportunity to lock in connection fee charges over a reasonable period of time not to exceed 24 months; and

WHEREAS, in reliance upon the opinions of the City's professional staff as well as its own collective assessment, the City Commission of the City of Winter Haven finds that this Ordinance, which adopts increased connection fee amounts for water and sewer and sets certain timing parameters for the imposition and collection of same for large scale projects as defined herein, relates to and constitutes a revenue source necessary to fund the budget of the City of Winter Haven, Florida and the Capital Improvement Projects addressed therein, and, as such, finds and declares this Ordinance to be exempt from the business impact estimate requirement imposed by general law pursuant to Section 166.041(4)(c)3. of the Florida Statutes.

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

1. The above whereas clauses are found to be true and correct, are hereby incorporated herein and are considered by the City Commission of the City of Winter Haven to be the factual basis for the passage of this Ordinance.

2. The schedule of rates for water and sewer connection fees to be charged by the City of Winter Haven and collected at the time of water meter set, inclusive of rates for water and sewer connection fees for the South Industrial Service Area water and sewer connection fee zone, are hereby adopted and established to be effective on January 1, 2025, as more specifically set forth on the attached Exhibit "B" to this Ordinance which is incorporated herein by reference and which shall be kept on file in the City Clerk's office. For new water and sewerage connections made outside of the City of Winter Haven's corporate boundaries, the City of Winter Haven may specifically charge and collect any surcharge permitted by general law.

3. Section 19-154, *Code of Ordinances of the City of Winter Haven, Florida* is hereby created to read as follows: (additions are <u>underlined</u> and deletions are ~~stricken through~~):

Sec. 19-154. - Connection fee price lock for large scale projects.

(a) *Definitions.* As used in this section, the term "Large Scale Project" means a multifamily development providing 300 or more habitable units, a warehouse with more than 250,000 square feet of space, or an industrial use with more than 250,000 square feet of space.

(b) *Connection fee price lock agreement.* A Large Scale Project developer who has obtained site plan approval, may, during the period of the site plan approval's validity, apply to the city for a connection fee price lock agreement for the number of water and sewer equivalent residential units needed for concurrency purposes. So long as the Large Scale Project developer is current with all development fees, special assessments, and property tax payments due, the city shall give the developer a written connection fee price lock agreement in a form approved by the city manager and city attorney. A connection fee price lock agreement shall be effective for 24 months or until the site plan approval for the Large Scale Project expires, whichever period is shorter. When effective and final, a connection fee price lock agreement shall, in recognition of the capital investment required to bring the Large Scale Project to completion, entitle the developer to pay the water connection fee and the sewer connection fee imposed by the city as of the agreement's effective date during the period of the agreement's validity and for the number of equivalent residential units stated in the agreement

(c) *No guarantee of service capacity.* Notwithstanding anything herein, a connection fee price lock agreement does not confer upon the developer any guarantee of service capacity. Further, the connection fee price lock agreement shall be expressly subject to cancellation by the city commission during the city's annual budget process, such cancellation to be in the city commission's sole discretion and without recourse.

5. On October 1, 2025, and each October 1 thereafter, the schedule of rates for water and sewer connection fees adopted herein may be administratively "indexed" to inflation without hearing by applying to each connection fee as of the immediate preceding September 30 an additive increment in a percentage amount equal to the percentage increase of the Engineering News-Record Construction Cost Index during the preceding year. At no time shall the schedule of rates for water and sewer connection fees be adjusted downward. A current version of the schedule of rates for water and sewer connection fees shall be kept on file with the City Clerk's office.

6. All other miscellaneous rates, fees, and charges including but not limited to water and wastewater rates, stormwater fees, reuse/garbage/solid waste fees, and other municipal services fees, are not modified, amended, or repealed by this Ordinance and such rates, fees, and charges shall remain in full force and effect. Subject to the foregoing, all ordinances or parts of ordinances in conflict or inconsistent with provisions of this Ordinance are hereby repealed but only to the limited extent necessary to give this Ordinance full force and effect and only in the case of an express conflict or inconsistency.

7. 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.

8. It is the intention of the City Commission that the substantive provisions of this Ordinance in Section 3 and at the option of the codifier, Sections 2 and 4, shall become and be made a part of the City of Winter Haven Code of Ordinances; and that sections of this Ordinance may be renumbered or relettered and the word *ordinance* may be changed to *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 typographical errors which do not affect the intent may be authorized by the City Manager or his/her designee without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

8. All notice requirements, if any, under Section 180.136 of the Florida Statutes have been complied with prior to adoption of this Ordinance.

9. This Ordinance shall take effect immediately upon adoption after a Second and Final Reading provided however that the schedule of connection fees established herein shall not take effect until January 1, 2025. On or before October 1, 2024, the City Manager, and his designee, are directed to develop and publish a notice of the impending adjustment in water and sewer connection fees in a prominent location on the City's website and in a conspicuous location at City Hall.

INTRODUCED on first reading this 26th day of August, 2024.

PASSED on second and final reading after a public hearing this 10th day of September, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

ORDINANCE O-24-42

EXHIBIT “A”

CITY OF WINTER HAVEN UTILITY CONNECTION FEE STUDY DATED AUGUST 14, 2024 BY RAFTELIS FINANCIAL CONSULTANTS, INC.

ORDINANCE O-24-42

EXHIBIT “B”

SCHEDULE OF WATER AND SEWER CONNECTION FEES
EFFECTIVE JANUARY 1, 2025

Schedule of Water and Sewer Connection Fees – Effective January 1, 2025

Inside City Water Connection Fees:

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$9.93	275	$2,730.75
Transmission [1]	$3.42	275	940.50
Total Water Connection Fee			$3,671.25

Inside City Sewer Connection Fees:

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$28.00	250	$7,000.00
Transmission [1]	$4.70	250	1,175.00
Total Sewer Connection Fee			$8,175.00

[1] The transmission portion of the water connection fee and the transmission portion of the sewer connection fee are not applied in the South Industrial Service Area water and sewer connection fee zone established by Ordinance O-22-04.

Outside City Water Connection Fees: [2]

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$12.41	275	$3,412.75
Transmission	$4.27	275	1,174.25
Total Water Connection Fee			$4,587.00

Outside City Sewer Connection Fees: [2]

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$35.00	250	$8,750.00
Transmission	$5.87	250	1,467.50
Total Sewer Connection Fee			$10,217.50

[2] The outside city water connection fee and outside sewer connection fee listed in this schedule includes a statutory surcharge of 25% authorized by Section 180.191(1)(a) of the Florida Statutes.

City of
Winter Haven

2024 Utility Connection Fee Study

August 14, 2024

RAFTELIS

RAFTELIS

August 14, 2024

Mr. Gary Hubbard
Utility Director
City of Winter Haven
401 6th Street SW
Winter Haven, FL 33880

Subject: 2024 Utility Connection Fee Study

Dear Mr. Hubbard,

Pursuant to our agreement with the City of Winter Haven (City), Raftelis conducted a 2024 Water and Wastewater Utility (Utility) Connection Fee Study to determine the adequacy of the connection fees taking into consideration significant growth and cost increases to provide the necessary water and wastewater treatment and major transmission facilities. This study is based on recent and local data and is intended to put the City in a position to collect adequate fees from growth that reflect the current cost of providing utility service.

Thanks and appreciation is extended to the City for this opportunity and to the fine staff members that provided data and assisted in the study process.

Sincerely,
Raftelis

Joe Williams
Senior Manager

Michelle Galvin
Consultant

341 N. Maitland Ave, Suite 300
Maitland, FL 32751

www.raftelis.com

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Executive Summary

The City of Winter Haven (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the existing connection fees (Connection Fees), consisting of a treatment component and transmission component, for the water and wastewater utility system (Utility). Connection Fees are important sources of revenue for utilities to fund infrastructure costs related to growth. The study herein is based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics. The calculated Connection Fees set forth in this study reflect generally acceptable capital connection charge methodologies, where applicable. Overall, the Connection Fees are increasing, which is reflective of and consistent with recent and significant cost increases for providing necessary utility infrastructure as additional capacity is required by new development.

The report herein outlines the methodology, assumptions, and considerations in the development of each updated Utility Connection Fee calculation. Connection Fees are applied based on an equivalent residential unit "ERU" calculation for various land uses. For residential land uses, the ERU value is typically applied per dwelling unit and for non-residential land uses it is based on the type of land use and the identified attributes for each land use. The following tables summarize the City's existing residential Connection Fees compared to the calculated, full cost recovery Connection Fees based on the analysis in this report:

Table ES - 1: Existing and Calculated Connection Fees

Description	Existing	Calculated	Change
Water	$1,669.50	$3,671.00	$2,001.50
Wastewater	4,196.50	8,175.00	3,978.50
Total	$5,866.00	$11,846.00	$5,980.00

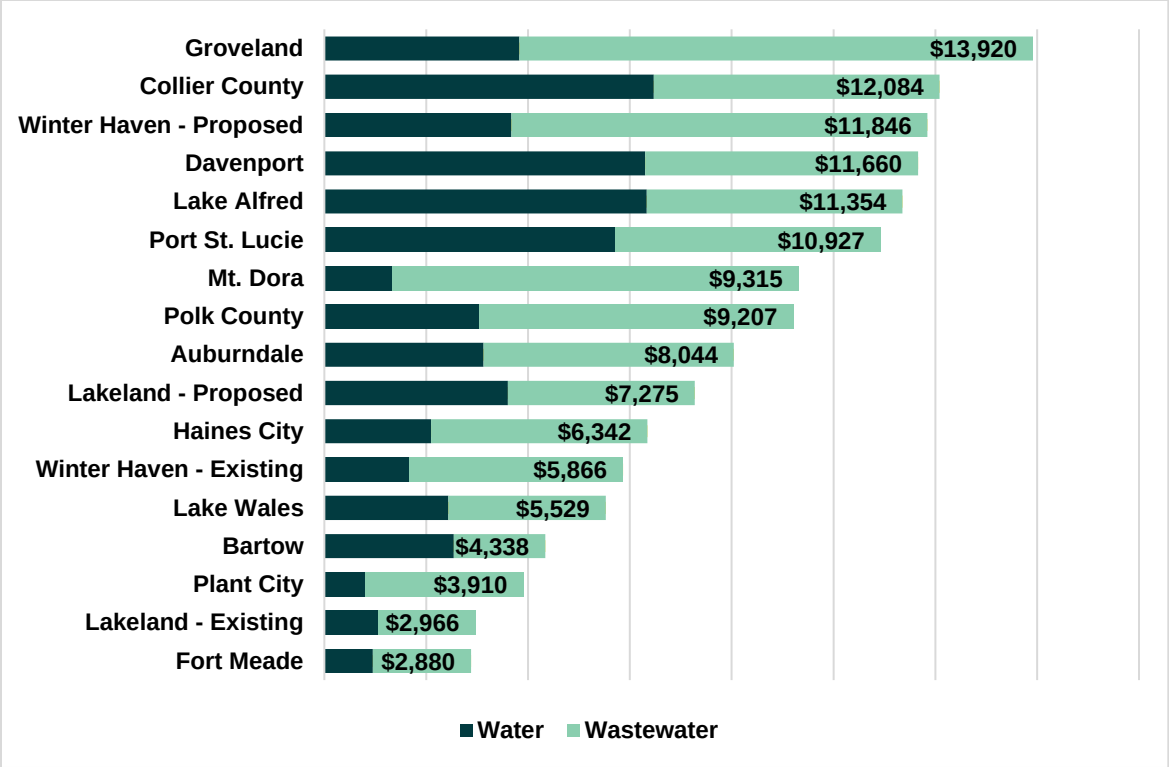
In recent years the City has experienced considerable growth, driving participation in the Polk Regional Water Cooperative (PRWC) and influencing significant investments in sewer capacity upgrades. The PRWC and capacity upgrades to the sewer collection and treatment facilities are much more costly than the City's existing groundwater and wastewater treatment facilities, resulting in increased costs that can largely be contributed to new development. Due to these circumstances, it is recommended that the City adopt the fully calculated fees as shown on Table ES-1.

Local Comparison

A common activity used by administrators, management, customers, and other stakeholders during the utility rate setting and Connection Fee review process are comparisons of the existing and proposed Connection Fees to those of other nearby communities/utilities. Cost recovery through user rates, fees, and charges is a dynamic activity of utility enterprises, which for the most part, use common or similar names for the charge, rate, and fee components; However, in many instances these charges, rates, and fees are formulated using different methodologies, costs, and policies. The cost allocations and formulations of determinants for each rate, charge, or fee generally vary significantly. Therefore, comparisons of other communities should be considered as illustrations of the amount paid by the customers and not a functional cost of service. For example, based on the costs associated with the PRWC each entity receiving water will have differing impacts based on many factors including but not limited to: 1) the amount of water taken; 2) percentage of PRWC water compared to existing supply; 3) customer growth rates; and 4) existing investment into the utility system.

A comparison of the City's existing and fully calculated Connection Fees with other municipalities are shown below:

Figure ES 1: Single Family Water and Wastewater Connection Fees



Notes regarding other utilities: i) Lakeland, Davenport, and Port St. Lucie have been presented to City elected officials and are anticipated to be adopted in 2024; iii) Polk County has been presented to the Finance Committee and will soon be going to the BOCC; and v) Palm Coast is phasing in increases from $7,428 to $8,793 over the next few years.

As shown on the comparison, the City's updated full cost recovery Connection Fees based on the most recent data are on the higher end within Polk County. However, there has been a trend over the past few years of increased Connection Fees in the County due to continued pressure from growth to expand and develop new treatment capacity. Additionally, the comparison has been expanded geographically to include other utilities that have recently completed studies, are experiencing growth, and are setting capital charges to accurately reflect the current cost of providing utility related capacity to further illustrate this trend across the state of Florida.

Recommendations

Based on the information, analysis, and discussions included in this report, it is recommended that:

1. The Connection Fees developed within this report reflect the current cost of providing Utility related backbone infrastructure to new development, and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees so long as the fees are applied in an equitable and reasonable manner. Adopting less than the calculated fees would increase the reliance on utility rates and other revenue sources to meet the water and wastewater infrastructure demands related to growth.

2. The City should continue to collect and maintain Connection Fee revenues in a designated sub-account, or fund, for each fee to easily track the collection and expenditure of funds.

3. The City should implement the water and wastewater Connection Fees as calculated to recover the current cost of providing capacity for new development and redevelopment.

Description	Existing	Calculated	Variance
Water	$1,669.50	$3,671.00	$2,001.50
Wastewater	4,196.50	8,175.00	3,978.50
Total	$5,866.00	$11,846.00	$5,980.00

4. Through consultation with the City's legal counsel the Florida Impact Fee Act (Act) does not appear to apply to the City's Utility Connection Fees, in the event a competent authority determines that the Act does apply to the City's Utility Connection Fees, our analysis indicates that the City needs to increase its Utility Connection Fees faster than the Act's phase-in limitations allow due to extraordinary circumstances which include, but are not limited to, the City's participation in the PRWC, the cost and need to develop regional alternative water supply projects for future water supply, and the City's plans for expansion of its wastewater treatment system and WWTP 3 in particular.

5. The City should re-evaluate its Utility Connection Fees from time to time to maintain a relationship between the fees and current cost of providing utility capacity to new development.

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Section 1. Introduction

Background

The City of Winter Haven (City) provides water and wastewater services to approximately 42,000 water customers and 27,000 wastewater customers located within and outside of the City's municipal limits. The City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to update the water and wastewater Connection Fees, which are charged to new development or redevelopment for additional utility capacity required. As identified in this report, the City faces unprecedented and extraordinary circumstances regarding new capital facilities and the cost of such improvements which justify an immediate need to implement revised water and wastewater Connection Fees without a phase in over time. The primary capital investments that have significantly changed over the past few years are related to the City's involvement in the Polk Regional Water Cooperative (PRWC) and a major upgrade and expansion to the City's Wastewater Treatment Plant (WWTP) 3.

Capital Charge Background

The City's Connection Fees were last updated on January 24, 2022, pursuant to Ordinance O-22-04. The current fees do not adequately reflect the current costs for improvements required to address the current and near future service requirements due to participation in the PRWC for water capacity and major upgrades identified for WWTP 3. Connection Fees paid by new and increased service connections are intended to recover a portion of facility costs for such services; thereby reducing or eliminating the burden on existing connections to subsidize improvements for the benefit of new service connections.

The purpose of the Connection Fees is to assign, to the extent practical, growth-related capital costs to those customers responsible for such additional costs. Sound financial and equitable cost recovery practice promotes the assignment of the identifiable additional growth-related capital costs for utility services to connections responsible for such costs rather than placing the burden on existing connections. Generally, this practice has been labeled as "growth paying for growth" without burden on existing connections.

Capital Charge Methodology

There are several different methods generally recognized for the calculation of Connection Fees. The calculation is dependent on multiple variables such as cost and engineering data available, and the availability of other local data such as household and population projections, current levels of service, and other related items. The calculated Connection Fees reflected in this report generally considered the blending of two methods. These two methods are: 1) the improvements-driven method; and 2) the "buy-in" method. These two methods have been utilized in the development of the Connection Fees for local government across Florida.

The improvements-driven method is an approach that utilizes a specific list of planned capital improvements over a period of time. For example, the charge may correspond to the level of capital improvements that have been identified in the capital improvements element of the comprehensive plan or the capital improvement budget of the entity. The buy-in approach recognizes the existing historical investment in the currently-in-service capital facilities that have capacity available to serve new customers. The primary difference between the two methodologies is how the capital costs, which must be recovered from the application of the charge, are calculated.

The development of the Connection Fees in this report was primarily based on a hybrid or blending of these improvements-drive and system buy-in methods. This hybrid methodology recognizes the cost of existing and unused capacity available from existing facilities, which are currently in service and available to meet near-term growth requirements along with incremental costs for new facilities to derive a blended cost allocable to new growth over the next several years. The hybrid method is appropriate for the City since there is some capacity in the existing system available for new development, along with capacity expansion projects identified in the next five to ten years to ensure ample water and wastewater treatment and transmission facilities for existing and future development.

Summary of Report

In addition to Section 1, this report is subdivided into two (2) other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2. Water Connection Fee – This section details the analysis and assumptions used to calculate the water Connection Fee that will be charged to development requiring utility capacity and is based on current and local data.

Section 3. Wastewater Connection Fee – This section details the analysis and assumptions used to calculate the wastewater Connection Fee that will be charged to development requiring utility capacity and is based on current and local data.

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Section 2 – Water Connection Fee

Introduction

Water Connection Fees are one-time charges assessed against water customers or developers to recover a proportional share of the capital costs incurred by the City to provide water capacity for new customers or customers that redevelop and require increased system capacity and service. This capacity may be already constructed, funded, and available in existing facilities, and/or the service capacity may be planned and included as future capital projects in a CIP. Connection Fees are an important funding mechanism to ensure reasonably justifiable cost recovery and to limit the burden of funding growth-related projects placed on water ratepayers. The City is in a period of relatively high growth and as a result needs to increase its overall water capacity. To obtain additional water capacity, the City is a member of the Polk Regional Water Cooperative (PRWC) that was formed to bring an alternative water supply throughout Polk County as growth continues and traditional water supplies are more limited. With the implementation of the PRWC, the City is able to obtain additional water capacity, albeit at a much higher cost than the existing capacity. Without participation in the PRWC it is unclear how long the City would be able to continue allowing growth and obtaining the necessary additional water supply from the Southwest Florida Water Management District (SWFWMD).

This section of the report includes a review of the City's existing water Connection Fee and discusses the updated calculation of the proposed Connection Fees. Additionally, this section includes a comparison of the existing and calculated fees with other nearby utilities.

Existing Water Connection Fees

The City's existing water Connection Fees were last updated in 2022, pursuant to Ordinance O-22-04, and are charged to new customers for connection to the City's water system. Single family residential customers are charged $1,669.50 for each new connection within the City's incorporated boundaries. Through adoption of Ordinance O-23-51 in September 2023, the ERUs for various other types of residential land uses were identified and are as follows:

Single Family Detached – 1.0 ERU per Unit
Single Family Attached – 1.0 ERU per Unit
Multi-family up to four (4) units – 1.0 ERU per Unit
Multi-family five (5) units and greater – 0.6 ERUs per Unit

For non-residential connections, Ordinance O-23-51 provides that the City Engineer will evaluate all non-residential applications for utility service on a case-by-case basis using data available such as anticipated flows of the development, appropriate and accepted industry standards, and/or flows of other similar developments in order to calculate an estimated ERU value for each development.

The ERU factors and application approach are recommended to remain consistent through establishment of this report.

The City charges 25% more to connections outside the City limits.

Connection Fee Methodologies

There are numerous approaches to determining Connection Fees that have been adopted by water utilities across the state of Florida and the country. However, two approaches are most often used and are recognized in the industry as cost-justified by the American Water Works Association (AWWA) and Water Environmental Federation (WEF)[1]. These two approaches are the System Buy-In method and the Incremental Cost method.

Under the System Buy-In method, Connection Fees are based upon the "buy-in" concept that existing users, through service charges and other up-front charges, have developed a valuable public capital facility. This method is appropriate for utility systems, or components of utility systems, with additional capacity already in place, and provides an estimate of the cost of providing a unit of capacity based upon the net equity of the existing assets. This method calculates a fee based upon the proportional cost of each user's share of the existing system capacity available for new customers. The costs of the facilities are based on a review of fixed asset records and can be based on original asset costs or may include escalation of the original asset costs to current dollars. Excluded from the calculation are local service lines that are dedicated to serving only existing customers, vehicle and minor equipment costs, and assets contributed by or paid for by developers.

The Incremental Cost method focuses on the cost of adding additional facilities to serve new customers. It is most appropriate in situations where additional capacity and/or trunk line extensions/expansions to provide service to new customers and the costs of the capacity can be tied to an approved CIP or master plan, such as the PRWC project. Under this method, it is important that any proposed capital projects required to address deficiencies in the existing facilities be excluded from the determination of the Connection Fee. This includes projects required to meet new or existing regulatory requirements and/or renewals and replacements of existing facilities.

The Connection Fee proposed in this report is based on a hybrid method as there is consideration that the City has a significant investment in existing assets and has identified certain required improvements over the next several years to serve new growth. The costs of the PRWC have been blended with the City's existing capacity to begin capturing this cost from new development that is driving the need to participate in PRWC but does not reflect the full future capacity of the PRWC projects. The approach for blending the costs includes an evaluation of existing capacity available (total existing capacity less capacity consumed by existing development) plus future incremental capacity additions. The City should consider updating the Connection Fees by 2028 to ensure the appropriate alternative water projects are included in the calculation and that growth is paying an equitable share of the costs.

Design of Water Connection Fee

Two significant components need to be addressed in the design of the water Connection Fees: 1) the level of service to be apportioned to the applicants that request system capacity; and 2) the amount of capital costs to be recovered from a new customer requesting service. Both of these issues are related to the level of the Connection Fee expressed on an ERU basis which represents the average capacity required to service a typical individually metered single family residential account.

LEVEL OF SERVICE REQUIREMENTS

Level of service (LOS) is an indicator of the amount of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand for each public facility. The LOS commonly used for water service is the amount of flow (usually gallons) allocable to each ERU expressed on a daily basis. The LOS generally represents the amount of capacity allocable to an ERU,

[1] AWWA Manual M26 – Water Rates and Related Charges, Ch. 3: System Development Charges, pp. 19-33.

whether such capacity is actually used or not (commonly referred to as "readiness to serve"). An ERU is representative of the average capacity required to service a typical individually metered single family residential account. This class of users typically utilizes a 5/8" or 3/4" meter and represents the largest customer class served by a public utility and generally the lowest level of usage requirements for a specifically metered account.

The current LOS for water is 350 gallons per day (gpd). Based on the billing frequency analysis performed, consumption trends were identified that support a reduction to the LOS for the purposes of the Connection Fee calculations. The consumption trends noted are that the large majority of residential bills are sent out for 9,600 gallons per month or less. Additionally, it is noted that 85% of bills are sent out for 7,400 gallons or less. Using a conversion from gallons per month to gallons per day of an average of 30.42 days per month, the resulting gallon per day (gpd) demands exhibited by these customers are 315 gpd and 243 gpd, respectively. Based on discussions with staff, industry trends of decreasing consumption trends, and the results of the billing frequency analysis it is proposed that the LOS for water Connection Fees be reduced to 275 gallons per day.

CAPITAL COSTS RECOVERED

The City is one of sixteen member governments in the Polk Regional Water Cooperative (PRWC), which consists of fifteen cities and Polk County. The PRWC was formed to identify alternative future water resources and projects to ensure sustainability of the regional water supply. The City joined the PRWC to obtain sufficient water supply as a result of potential water supply limitations in the future. The role of PRWC specifically includes identifying sustainable groundwater sources, developing strategies that meet future water demands, determining the required infrastructure, and establishing consistent rules. This venture is unprecedented in Polk County. For the first time many participants, including the City, will be obtaining water from outside their service area boundaries, which requires extensive transmission lines. Additionally, the cost of the alternative water projects is significantly more expensive than the City's current groundwater supply, resulting in higher capital and operating expenses. A blended approach of the existing investment in water facilities and planned investment in the PRWC has been utilized for this study. A portion of the costs associated with the available existing capacity is included with the investment of the additional capacity gained through the PRWC.

Buy-In Value

Water Connection Fees typically include the growth-related infrastructure costs associated with water supply, treatment, and transmission. The City has made a substantial investment in these types of facilities with capacity available for new users. The existing water treatment plants currently have a permitted average daily use of 14.275 million gallons per day (MGD) through the Water Use Permit issued by the Southwest Florida Water Management District (SWFMD), and the City is currently in the process of increasing the permitted average daily flow to 18.275 MGD. Current users have an average daily use of 10.710 MGD, the 12-month average from September 2022 through August 2023 pursuant to the City's monthly operating reports (MORs). This results in a remaining capacity of 7.565 MGD, should the Water Use Permit be increased, from existing groundwater supply sources to serve growth, which demonstrates the City's reliance on additional capacity from PRWC projects given anticipated new large industrial customers as well as the significant growth in the near-term horizon. Since some existing capacity is available to serve a portion of the anticipated near-term growth in the City's water service area, it is appropriate to include a portion of the value of existing facilities in the water Connection Fee calculation.

Table 1: Water Capacity Available

Description	Capacity (MGD)	Percent of Capacity
Total Permitted Treatment Capacity	18.275	100.0%
Less: Current Average Daily Flows	10.710	58.6%
Amount Remaining	7.565	41.4%

The value of existing assets was determined based on the City's current fixed asset records as of October 1, 2023. The fixed asset records included a complete listing of water assets with its asset number, cost basis (Original Cost), life-to-date depreciation, and date acquired for all assets. The total original cost of all the water fixed assets is approximately $38.2 million.

The fixed assets were also classified by functional categories such as treatment and transmission to identify which of the assets are part of the major system backbone infrastructure and thus should be part of the water Connection Fee calculation. Local service lines that are dedicated to serving only existing customers, vehicle and minor equipment costs, and assets contributed by or paid for by developers are not included in the water Connection Fee calculation. Table 2 summarizes the value of existing water assets with capacity available to serve new customers:

Table 2: Water Fixed Asset Valuation

Description	Original Cost
Treatment	$21,512,899
Transmission	16,715,100
Total	$38,227,999

Incremental Cost

The PRWC identified 205 non-traditional or alternative water supply source projects in Polk County, of which 3 have been selected as priority projects by the member governments. The 3 projects selected were the West Polk County LFA Wellfield, Southeast Wellfield, and the Peace Creek Integrated Water Supply projects. Several iterations of the projects and costs have been circulated over time, but the project is becoming increasingly more defined as time allows. In light of this, a conservative approach has been used for the Connection Fee calculation when accounting for the cost of additional capacity related to alternative water. The most recent estimates provide that for the Southeast and West Polk project areas, which Winter Haven will directly benefit from, buildout capacities of 15.0 MGD and 5.0 MGD respectively are being considered. The estimated costs of providing the 15.0 MGD and 5.0 MGD are shown on the table below, which are then broken down to a cost per gallon and ultimately to the amount of capacity and cost that is assigned to the City for each project. Additionally, since the City is a member of a larger ownership group and does not have the opportunity to issue debt on their own behalf to fund these improvements, the PRWC will charge the City annually for the debt service associated with their portion of the capacity. Based on similar arrangements in other communities, we expect this debt service will be a component of overall PRWC wholesale costs to the City and therefore be accounted for as an operating expense and not a direct capital/debt service commitment of the City. However, it is appropriate for the City to use a portion of its water Connection Fee revenue to repay PRWC debt service, when available. As such, and as demonstrated below, the cost of PRWC water is unprecedented compared to the historic investments the City has made to acquire groundwater capacity. This extraordinary cost is largely driven by growth throughout the County, and the City's participation is driven by the potential for significant growth in the utility service area as previously discussed.

To determine the appropriate approach for calculating the cost per gallon of capacity related to PRWC and the financing costs that will be incurred, several factors were taken into consideration including:

1. Anticipated financing terms. PRWC will be using multiple debt vehicles to finance the design and construction of the plants, lines, and other infrastructure. The majority of the funding will be provided through a WIFIA loan, with a smaller portion from SRF. The WIFIA loan terms include a 35-year repayment period and an interest rate near 4.00%, with the ability to capitalize interest. The SRF loan will be much shorter with a 10-year repayment term and a 1.5% interest rate, also with capitalized interest. To simplify the assumptions for the purpose of this forecast the following is used:

Repayment Term (Years)	30
Interest Rate	4.00%
Loan Issuance Cost	0.10%

Relying on the terms above and generating a high-level forecast of future debt service payments results in approximately 73% additional costs related to borrowing funds for construction compared to the estimated direct construction and design costs exclusive of financing.

2. In recent years the City has had a high growth rate, which is anticipated to continue in the near future through ongoing growth in residential single family and multi-family developments as well as major industrial customers in the ILC. This will result in consumption of the new PRWC capacity in short order. This means the City will collect a significant amount of water Connection Fees related to the future repayment of debt service associated with PRWC capacity. Therefore, the City will have the ability to earn interest on this balance to help offset some of the financing costs. Based on a forecast that takes into consideration the annual water Connection Fee collections, the annual debt payments to PRWC, and an average annual interest rate on the balance accumulated of 1.5% it was determined that approximately a 50% reduction to the financing cost factor of 73% developed above is appropriate. As is demonstrated on the table below, a financing cost factor of 36.5% is applied to the capital costs to determine the fee level.

Table 3: PRWC Alternative Water Costs

Description	PRWC Costs
Total Southeast Project	
Capacity (MGD)	15.00
Capital Cost	$344,678,593
Cost per Gal of Capacity	$22.98
Financing Costs Percentage	36.5%
Cost per Gal of Capacity Including Interest	$31.37
City of Winter Haven - SE	
Capacity (MGD)	1.52
Capital Cost	$47,682,000
Cost per Gal of Capacity	$31.37
Total West Polk Project	
Capacity (MGD)	5.00
Capital Cost	$162,255,097
Cost per Gal of Capacity	$10.82
Financing Costs Percentage	36.5%
Cost per Gal of Capacity Including Interest	$14.77
City of Winter Haven - WP	
Capacity (MGD)	0.10
Capital Cost	$1,477,000
Cost per Gal of Capacity	$14.77
Total Capital Cost SE & WP	$49,159,000

Other Capital Improvements

In addition to the PRWC costs, the City has provided a CIP, included in Exhibit 4, that identifies several water projects, several of which will provide benefits to new development. The City is currently in the process of building a new water treatment facility on Pollard Rd for a total cost of $18.5 million. The purpose of this project is to primarily provide service to new growth in the southern portion of the City, so the entire cost of this project has been included in the water Connection Fee calculation. Additionally, the City has plans to upgrade and expand several of the existing water treatment facilities for a total cost of $35.6 million. Similarly to the existing asset value, the $35.6 million existing treatment plant projects are allocated based on the 41.4% of available capacity as demonstrated on the table below. The City has also identified $24.5 million of transmission improvements, that were not allocated based on the capacity available since the improvements identified are intended to serve future development.

Table 4: Water Capital Improvements

Description	Cost	Capacity Available [1]	Weighted Costs [2]
Pollard Rd. WTF	$18,481,400	100.0%	$18,481,400
Water Treatment Facilities	35,568,950	41.4%	14,723,900

[1] From Table 1.
[2] Values may differ slightly due to rounding to the nearest $100 increment.

Water Connection Fee Calculation

To determine the unit cost of capacity, the sum of the original cost of the City's water system assets related to the existing portion of capacity remaining and the incremental costs identified with PRWC and other upgrades/expansions are divided by the total average day capacity of 9.185 MGD available for consumption from future development. This calculation produces a unit cost expressed in gallons per day for inside City connections. The City will continue to apply an additional 25% to connections outside City limits. Table 5 illustrates the calculation of the water Connection Fee under the hybrid approach:

Table 5: Water Connection Fee Calculation

Description	Treatment	Transmission	Total
Existing Facilities [1]	$8,905,400	$16,715,100	$25,620,500
PRWC Improvements	49,159,000	0	49,159,000
Other Planned Improvements	33,205,300	24,499,900	57,705,200
Total Costs Recovered	$91,269,700	$41,215,000	$132,484,700
Existing Capacity (MGD)	9.185	9.185	
Unit Cost per Gallon	$9.93	$3.42	$13.35
Level of Service	275	275	275
Calculated Fee per ERU	$2,730.75	$940.50	$3,671.25
Calculated Fee per ERU (rounded)			$3,671.00

[1] Treatment amounts calculated by using the 41.4% remaining capacity from Table 1 multiplied by the total existing fixed asset values provided on Table 2, rounded.

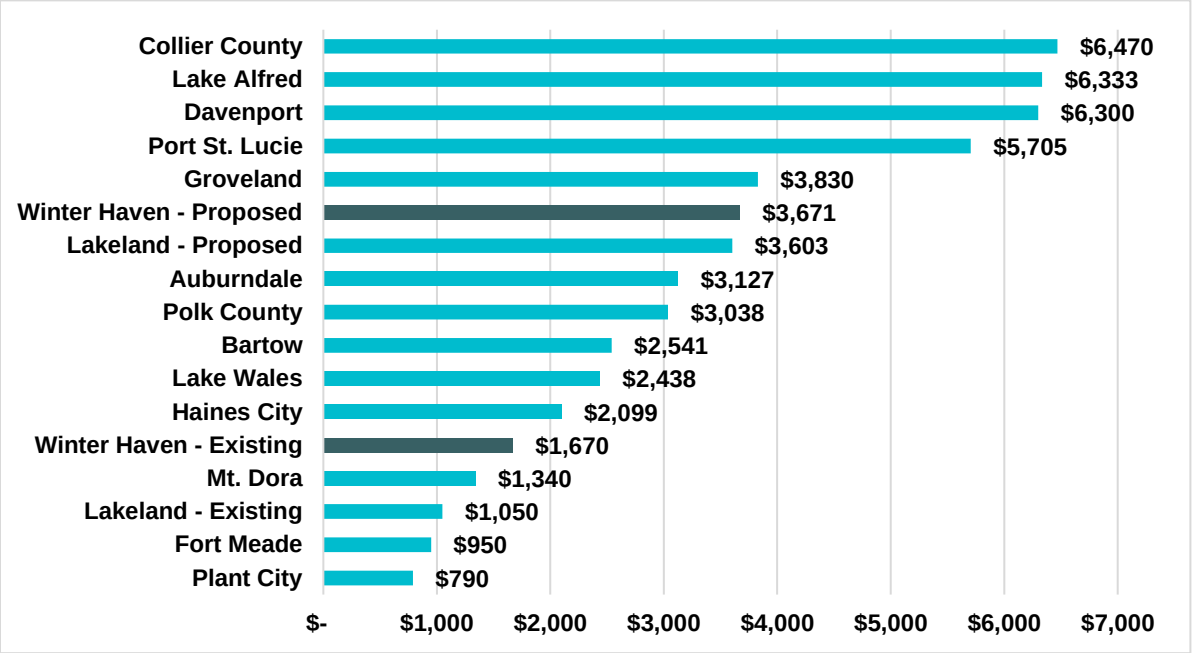
As shown on the table above, the calculated water Connection Fee is $3,671.00 per ERU compared to the existing fee of $1,669.50, which represents an increase of $2,001.50 or approximately 119.9%.

As demonstrated on Exhibit 5, there is an area in the City referred to as the South Industrial Service Area, where the primary water trunk lines have been installed and contributed by the initial developer. As such, future development within this area will only pay the treatment portion of the water connection fees.

Water Connection Fee Comparison

Figure 1 provides a comparison of the City's existing and calculated water Connection Fees to similar fees charged by other surrounding communities.

Figure 1: Water Connection Fee Comparison – Single Family



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Section 3 – Wastewater Connection Fee

Introduction

Wastewater Connection Fees are one-time charges assessed against new customers or developers to recover a proportional share of the capital costs incurred by the City to provide capacity for new customers. This capacity may be already constructed, funded, and available in existing facilities, or the service capacity may be planned and included as future capital projects in a CIP. Connection Fees are an important funding mechanism to ensure justifiable cost recovery and to limit the burden of ratepayers funding growth-related projects.

This section of the report summarizes the basis for the update of the City's calculated wastewater Connection Fees. Included is a review of the City's existing wastewater Connection Fees, a discussion of the derivation of the proposed Connection Fees, and a comparison of the existing and proposed fees with other nearby utilities.

Existing Wastewater Connection Fees

The City's existing wastewater Connection Fees were last updated in 2022, pursuant to Ordinance No. O-22-04, and are charged to new customers for connection to the City's wastewater system. Single family residential customers are charged $4,196.50 for each new connection within the City's incorporated boundaries. Through adoption of Ordinance O-23-51 in September 2023, the ERUs for various other types of residential land uses were identified and are as follows:

Single Family Detached – 1.0 ERU per Unit
Single Family Attached – 1.0 ERU per Unit
Multi-family up to four (4) units – 1.0 ERU per Unit
Multi-family five (5) units and greater – 0.6 ERUs per Unit

For non-residential connections, Ordinance O-23-51 provides that the City Engineer will evaluate all non-residential applications for utility service on a case-by-case basis using data available such as anticipated flows of the development, appropriate and accepted industry standards, and/or flows of other similar developments in order to calculate an estimated ERU value for each development.

The ERU factors and application approach are recommended to remain consistent through establishment of this report.

The City charges 25% more to connections outside the City limits.

Connection Fee Methodologies

As mentioned in Section 2. Water Connection Fee, there are numerous approaches to determining Connection Fees that have been adopted by utilities across the state of Florida and the country. However, two approaches are most often used and are recognized in the industry as cost-justified by the American Water Works Association (AWWA)

and Water Environmental Federation (WEF)[2]. These two approaches are the System Buy-In method and the Incremental Cost method. A brief description of these two approaches may be found in Section 2. The proposed wastewater Connection Fees discussed in this report are based on a hybrid method as there is consideration that the City has a significant investment in existing assets and has identified certain required improvements over the next several years to serve new growth.

The costs of system expansions have been blended with the existing capacity available (total existing capacity less capacity consumed by existing development) to determine the average cost per gallon of capacity available for new development.

Design of Wastewater Connection Fee

With respect to designing wastewater Connection Fees, generally there are two significant components that need to be addressed: 1) the level of service to be apportioned to the applicants that request system capacity; and 2) the amount of capital costs to be recovered from a new customer requesting service. Both of these issues are related to the level of the Connection Fee expressed on an ERU basis which represents the average capacity required to service a typical individually metered single family residential account.

LEVEL OF SERVICE REQUIREMENTS

The previous Water Connection Fee section discusses LOS standards for water. With the proposed reduction in the water LOS from 350 gpd to 275 gpd, a corresponding reduction has been identified for the wastewater Connection Fees. To maintain a similar LOS relationship with water, it is recommended that the wastewater Connection Fee be reduced from 275 gpd to 250 gpd.

CAPITAL COSTS RECOVERED

Buy-In Value

The City's two wastewater treatment facilities have been rated to provide 9.200 MGD of capacity, and the average daily sewage treated at the facilities is currently 5.961 MGD. The City is planning on renovating and upgrading the wastewater treatment plant (WWTP) 3 and increasing the capacity from 7.500 MGD to 12.000 MGD. Additionally, the WWTP 2 is being decommissioned, so the total capacity of the wastewater treatment system will be 12.00 MGD once these projects are completed.

Current users have an average daily use of 5.961 MGD, the 12-month average from August 2022 through July 2023 pursuant to the City's discharge monitoring reports (DMRs). This gives a remaining capacity of 6.039 MGD from the existing wastewater system. Since some existing capacity is available to serve a portion of the anticipated near-term growth in the City's wastewater service area, it is appropriate to include a portion of the value of existing facilities in the wastewater Connection Fee calculation.

The value of existing facilities has been determined based on the City's current fixed asset records as of October 1, 2023. The records included a complete listing of wastewater assets with its asset number, cost basis (Original Cost), life-to-date depreciation, and date acquired for all assets. With the decommissioning of the WWTP 2, the assets associated with the plant have been excluded from the cost basis of the wastewater Connection Fee calculation. The total original cost of all the wastewater fixed assets is approximately $58.9 million.

The fixed assets were also classified by functional categories such as treatment and collection to identify which of the assets are part of the major system backbone infrastructure and thus should be part of the wastewater Connection

[2] AWWA Manual M26 – Water Rates and Related Charges, Ch. 3: System Development Charges, pp. 19-33.

Fee calculation. Local service lines that are dedicated to serving only existing customers, vehicle and minor equipment costs, and assets donated by or paid for by developers are not included in the wastewater Connection Fee calculation.

The renovation and expansion of WWTP 3 is being conducted in phases with anticipated capacity above the 12.000 MGD by the end of the project. The total estimated project cost of the complete expansion is $420,000,000, so the $181,700,000 portion included in the incremental costs as shown in Table 7 represents 43.3% of the total project. While this project is adding capacity, it is also renovating the existing facility, so it is appropriate to exclude a portion of the existing assets related to WWTP 3. For WWTP 3, the remaining 56.7% of the existing assets are included in the Connection Fee calculation, or $24.3 million of the total $44.8 million.

Table 6 summarizes the value of existing wastewater assets with capacity available to serve new customers:

Table 6: Wastewater Fixed Asset Valuation

Description	Original Cost
Treatment [1]	$34,047,600
Collection	24,843,600
Total	$58,891,200

[1] Amount excludes the portion of the WWTP 3 that is being replaced by the renovation and expansion project.

Incremental Costs

The City provided a CIP, detailed on Exhibit 4, that identifies several wastewater upgrade and expansion projects that will provide benefits to new development. The primary projects associated with new capacity are the aforementioned upgrade and expansion of WWTP 3 as well as various transmission projects including a master lift station at WWTP 2 and Harmony. Each of these projects is designed to provide the appropriate system wide capacity to accommodate new growth. The magnitude of the WWTP 3 project, which includes modernization of a facility that is reaching its useful life, providing enhanced treatment, and is reflective of the current cost of development new wastewater treatment capacity represents and extraordinary change from the embedded cost of capacity. Since this upgrade and expansion is to help serve new connections to the wastewater system it is appropriate to include this project in the wastewater Connection Fee calculation. Any grant funding identified by the City has been excluded from the Connection Fee calculations. The table below provides the incremental costs based on the functional category of service.

Table 7: Incremental Wastewater Asset Investments

Description	Amount
Treatment	$230,470,750
Collection	19,626,000
Total	$250,096,750

Wastewater Connection Fee Calculation

To determine the unit cost of capacity, the sum of the original cost of the City's wastewater system assets related to the original portion of capacity remaining and the incremental wastewater asset investments are divided by the available 9.446 MGD of capacity available for consumption from future development. This calculation produces a unit cost expressed in gallons per day for all inside City connections. The City will continue to apply an additional 25% to connections outside City limits. Table 8 illustrates the calculation of the wastewater Connection Fee under the hybrid approach:

Table 8: Wastewater Connection Fee Calculation

Description	Treatment	Collection	Total
Existing Facilities [1]	$34,047,600	$24,843,600	$58,891,200
Other Planned Improvements	230,470,750	19,626,000	250,096,750
Total Costs Recovered	$264,518,350	$44,469,600	$308,987,950
Existing Capacity (MGD)	9.446	9.446	9.446
Unit Cost per Gallon	$28.00	$4.70	$32.71
Level of Service	250	250	250
Calculated Fee per ERU	$7,000.00	$1,175.00	$8,175.00
Calculated Fee per ERU (rounded)			$8,175.00

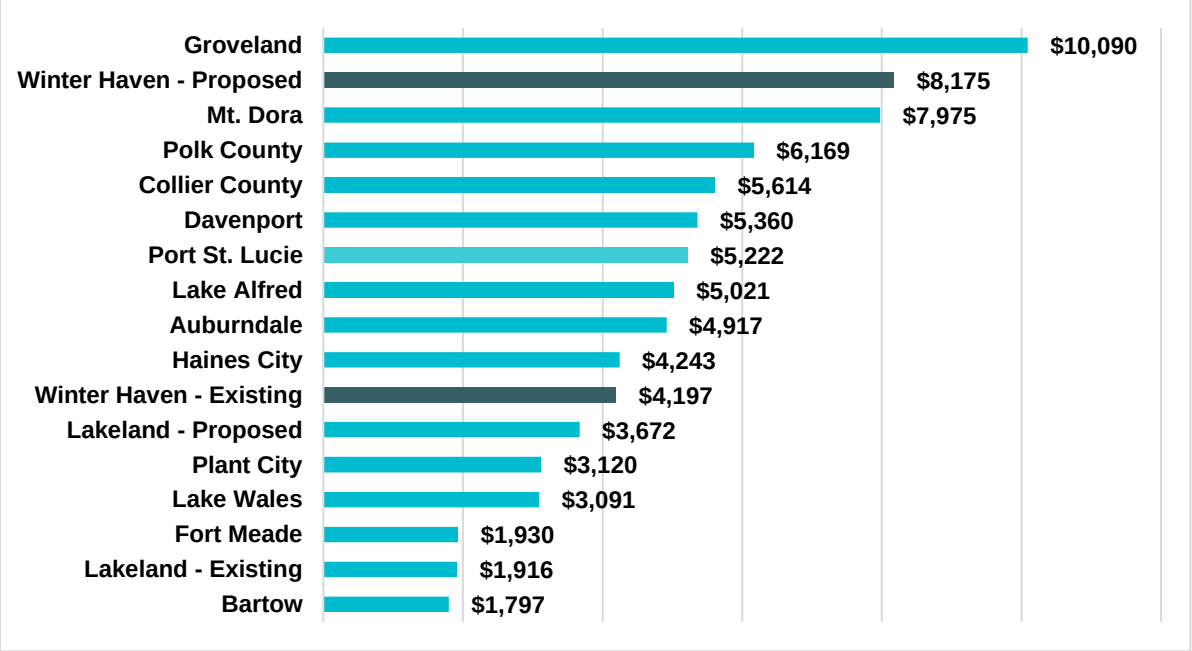
As shown on the table above, the calculated wastewater Connection Fee is $8,175.00 per ERU compared to the existing fee of $4,196.50, which represents an increase of $3,978.50 or approximately 94.8%.

As demonstrated on Exhibit 5, there is an area in the City referred to as the South Industrial Service Area, where the primary wastewater trunk lines have been installed and contributed by the initial developer. As such, future development within this area will only pay the treatment portion of the wastewater connection fees.

Wastewater Connection Fee Comparison

Figure 5 provides a comparison of the City's existing and calculated wastewater Connection Fees to similar fees charged by other surrounding communities.

Figure 2: Wastewater Connection Fee Comparison – Single Family



City of Winter Haven
2024 Utility Connection Fee Study
Exhibit 1: Water Connection Fee Calculation

Description	Weighted Avail Capacity
Treatment Facilities	
Water Treatment Plants	$5,863,300
PRWC Improvements	49,159,000
CIP Costs	14,723,900
CIP Costs - Pollard Rd. Plant	18,481,400
General Plant	3,042,100
Total Treatment Facilities	$91,269,700
Capacity (MGD)	
Existing Water Use Permit (Max Day)	18.275
Less: Current Peak Consumption (Max Day)	(10.710)
Available for Future Development (Max Day)	7.565
Max Day Adjustment Factor	1.00
Available for Future Development (Avg. Day)	7.565
PRWC Capacity (Avg. Day)	1.620
Total Capacity (Avg. Day)	9.185
Water Treatment Cost per Gallon	$9.93
ERC Factor (gallons per day)	275
Treatment Connection Fee per ERC	$2,730.75
Transmission Facilities	
Water Transmission	$6,919,300
CIP Costs	24,499,900
Total Transmission Facilities	$31,419,200
Total Capacity (Avg. Day)	9.185
Water Transmission Cost per Gallon	$3.42
ERC Factor (gallons per day)	275
Transmission Connection Fee per ERC	$940.50
Total Water Connection Fee per ERC	$3,671.25
Total Water Connection Fee per ERC (Rounded)	$3,671.00
Existing Water Connection Fee	$1,669.50
Calculated Increase	$2,001.50
Percentage Increase	119.9%

City of Winter Haven
2024 Utility Connection Fee Study
Exhibit 2: Wastewater Connection Fee Calculation

Description	Weighted Capacity
Treatment Facilities	
Wastewater Treatment Plants	$24,288,900
CIP Costs	230,470,750
General Plant	9,758,700
Total Treatment Facilities	$264,518,350
Capacity (MGD)	
Existing Wastewater Permitted Capacity	9.200
CIP Expansions	0.246
Available for Future Development	9.446
Reduction for I&I	0.0%
Net Capacity Available	9.446
Less: Current Consumption	0.000
Available for Future Development (Avg. Day)	9.446
Wastewater Treatment Cost per Gallon	$28.00
ERC Factor (gallons per day)	250
Treatment Connection Fee per ERC	$7,000.00
Transmission Facilities	
Wastewater Transmission	$24,843,600
CIP Costs	19,626,000
Total Transmission Facilities	$44,469,600
Total Capacity (Avg. Day)	9.446
Wastewater Transmission Cost per Gallon	$4.70
ERC Factor (gallons per day)	250
Transmission Connection Fee per ERC	$1,175.00
Total Wastewater Connection Fee per ERC	$8,175.00
Existing Wastewater Connection Fee	$4,196.50
Calculated Increase	$3,978.50
Percentage Increase	94.8%

City of Winter Haven
2024 Utility Connection Fee Study
Exhibit 3: Schedule of Water and Sewer Connection Fees - Effective January 1, 2025

Inside City Water Connection Fees:

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$9.93	275	$2,730.75
Transmission [1]	$3.42	275	941
Total Water Connection Fee			$3,671.25

Inside City Sewer Connection Fees:

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$28.00	250	$7,000.00
Transmission [1]	$4.70	250	1,175
Total Sewer Connection Fee			$8,175.00

[1] The transmission portion of the water connection fee and the transmission portion of the sewer connection fee are not applied in the South Industrial Service Area water and sewer connection fee zone, as depicted in Exhibit "B" of Ordinance O-22-04.

Outside City Water Connection Fees: [2]

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$12.41	275	$3,412.75
Transmission	$4.27	275	1,174
Total Water Connection Fee			$4,587.00

Outside City Sewer Connection Fees: [2]

Description	Fee per Gallon	Gallons per ERC	Fee per ERC
Treatment	$35.00	250	$8,750.00
Transmission	$5.87	250	1,468
Total Sewer Connection Fee			$10,217.50

[2] The outside city water connection fee and outside sewer connection fee listed in this schedule includes a statutory surcharge of 25% authorized by Section 180.191(1)(a) of the Florida Statutes.

City of Winter Haven
2023 Capital Finance Review
Exhibit 4: Capital Improvement Plan

Description	Escalation Reference	Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total	System	Function	Include?
Cypresswood WTP Improvements	None	SRF 2024	$2,000,000	$2,500,000	$5,300,000	$500,000	$0	$0	$10,300,000	Water	Treatment	Yes
Pollard Road WTF	ENR	SRF 2024	4,000,000	5,190,000	8,719,200	572,200	0	0	18,481,400	Water	Treatment	Yes
Dundee Interconnect	ENR	W Capital	600,000	0	0	0	0	0	600,000	Water	Transmission	No
Eagle Lake Interconnect	ENR	W Capital	300,000	103,800	0	0	0	0	403,800	Water	Transmission	No
Haines City Interconnect	ENR	W Capital	200,000	51,900	2,942,700	0	0	0	3,194,600	Water	Transmission	No
PRWC-Polk/Auburndale/Winter Haven Interconnect	ENR	PRWC	0	0	0	2,002,700	0	0	2,002,700	Water	Transmission	No
Auburndale Interconnect (Wheeling) PRWC	ENR	PRWC	0	0	545,000	858,300	0	0	1,403,300	Water	Transmission	No
Lake Alfred Interconnect (Wheeling) PRWC	ENR	W Rates	0	0	327,000	286,100	0	0	613,100	Water	Transmission	No
Garden Grove WTP Pump Station	ENR	W Rates	0	0	327,000	343,300	0	0	670,300	Water	Treatment	Yes
Winterset WTP Decommissioning	ENR	W Capital	0	0	0	858,300	901,200	0	1,759,500	Water	Treatment	No
Winterset Gardens WTP Decommissioning	ENR	W Capital	0	0	0	858,300	901,200	0	1,759,500	Water	Treatment	No
Elevated Water Tower (SR-60)	ENR	WIFIA 2027	0	0	0	972,700	3,845,200	2,775,700	7,593,600	Water	Transmission	Yes
Fairfax WTP Improvements	ENR	SRF 2026	100,000	259,500	2,724,800	2,288,800	0	0	5,373,100	Water	Treatment	Yes
Fairfax WTP Antenna Replacement	ENR	W Rates	250,000	363,300	381,500	0	0	0	994,800	Water	Treatment	No
Chemical Tank Upgrade (301)	ENR	W Rates	0	155,700	1,634,900	0	0	0	1,790,600	Water	Treatment	Yes
Fairfax WTF Control Building/Offices	ENR	W Capital	0	0	545,000	0	0	0	545,000	Water	Treatment	Yes
Inwood Water Treatement Plant Improvements	ENR	SRF 2026	125,000	311,400	3,269,700	572,200	0	0	4,278,300	Water	Treatment	Yes
WWTP #2 Upgrade Design & Construction	ENR	WIFIA 2027	0	0	109,000	3,433,200	8,411,300	0	11,953,500	Wastewater	Treatment	No
ONE Water Project Development (Bradco Farms) (ASR under 324)	ENR	Grants	0	1,038,000	9,809,100	2,288,800	2,403,200	0	15,539,100	Water	Treatment	No
Developers Agreement	ENR	W Rates	250,000	259,500	272,500	286,100	300,400	315,400	1,683,900	Water	Treatment	No
Winter Haven Water, Admin/Maintenance Facility Design/Build	ENR	Bonds 2026	250,000	519,000	10,899,000	0	0	0	11,668,000	Split	Treatment	Yes
Water Resource Center at Bradco	ENR	Bonds 2026	100,000	103,800	1,634,900	1,716,600	0	0	3,555,300	Split	Treatment	Yes
Utility extensions to WH Admin Facility	ENR	W Rates	0	1,089,900	1,634,900	0	0	0	2,724,800	Split	Treatment	No
East Peace Creek Flood Mit Construction (Cypresswood)	ENR	WIFIA 2027	0	259,500	272,500	858,300	3,004,000	3,154,200	7,548,500	Split	Treatment	No
WWTP #3 Plant Expansion	ENR	WIFIA 2027	700,000	3,114,000	38,146,500	45,775,800	62,484,000	64,346,500	214,566,800	Wastewater	Treatment	Yes
Process Aeration Improvements	ENR	SRF 2024	200,000	124,600	0	0	0	0	324,600	Wastewater	Treatment	Yes
Logistics Parkway Extension (PRWC Transmission)	ENR	PRWC	2,550,000	1,038,000	0	0	0	0	3,588,000	Water	Transmission	No
Automated Meter Infrastructure (AMI) (Moved tp 919/6301)	ENR	W Capital	300,000	519,000	272,500	114,400	0	0	1,205,900	Water	Transmission	No
Water Main Transmission Expansion	ENR	W Rates	0	259,500	2,452,300	3,547,600	1,922,600	1,892,500	10,074,500	Water	Transmission	Yes
Septic to Sewer AC Watermain Relocations (322)	ENR	W Capital	500,000	311,400	327,000	343,300	360,500	378,500	2,220,700	Wastewater	Transmission	No
N. Lake Shipp Dr. (Design/Construction)	ENR	Grants	300,000	103,800	1,198,900	3,433,200	0	0	5,035,900	Water	Treatment	No
Old Bartow/Lake Wales Rd. Water Main	ENR	W Rates	250,000	20,800	1,634,900	22,900	2,403,200	0	4,331,800	Water	Transmission	Yes
Cypresswood Blvd Utility Expansion to WTP	ENR	Grants	125,000	51,900	2,452,300	2,574,900	0	0	5,204,100	Water	Transmission	No
Lift Station Replacement	ENR	WW Capital	1,200,000	1,245,600	1,307,900	1,373,300	1,441,900	1,514,000	8,082,700	Wastewater	Transmission	No
Master LS at WWTP #2/Force Main	ENR	WW Capital	450,000	259,500	1,634,900	0	0	0	2,344,400	Wastewater	Transmission	Yes
Sewer Force Main Expansions	ENR	WW Capital	0	363,300	708,400	801,100	901,200	883,200	3,657,200	Wastewater	Transmission	Yes
7th Street SW/S. Lake Shipp Drive	ENR	WW Capital	0	0	1,089,900	2,288,800	2,403,200	0	5,781,900	Wastewater	Transmission	Yes
Reclaim Transmission Main Extensions/Connections	ENR	Grants	1,000,000	155,700	1,089,900	1,144,400	1,201,600	1,261,700	5,853,300	Reclaimed	Transmission	No
Septic to Sewer	ENR	Grants	1,000,000	1,038,000	1,089,900	1,144,400	1,201,600	1,261,700	6,735,600	Wastewater	Transmission	No
Harmony Master Lift Station	ENR	SRF 2025	6,000,000	1,038,000	0	0	0	0	7,038,000	Wastewater	Transmission	Yes
One Water Demonstration Project-Reuse Water Recharge	ENR	W Rates	0	51,900	871,900	0	0	0	923,800	Reclaimed	Treatment	No
RIB Construction	ENR	WW Capital	100,000	103,800	1,198,900	1,144,400	420,600	0	2,967,700	Wastewater	Treatment	Yes
Direct Potable Reuse	ENR	WW Capital	0	51,900	545,000	57,200	60,100	1,892,500	2,606,700	Water	Treatment	No
Lake Ashton CR 653 PHII	ENR	Grants	1,320,000	944,600	0	0	0	0	2,264,600	Water	Transmission	No
ASR Wellfield-CEI Servicess & Construction (Bradco Farms)	ENR	Grants	1,000,000	3,114,000	0	0	0	0	4,114,000	Water	Treatment	No
Logistics Parkway Stormwater Reclamation	ENR	WW Capital	0	155,700	181,500	1,675,400	1,052,400	0	3,065,000	Water	Treatment	No
Logistics Parkway Stormwater Reclamation	ENR	Grants	0	0	200,000	1,300,000	750,000	0	2,250,000	Water	Treatment	No
Replacement HSP#1 AT Inwood WTP (301)	ENR	W Rates	500,000	519,000	0	0	0	0	1,019,000	Water	Treatment	No
Reclaimed Bypass to WWTP#2	ENR	R&R	0	259,500	545,000	0	0	0	804,500	Reclaimed	Transmission	Yes
Bradco Property	ENR	W Capital	10,000,000	0	0	0	0	0	10,000,000	Split	Treatment	Yes
Disk Filter	ENR	WW Rates	600,000	0	0	0	0	0	600,000	Water	Treatment	No
Clarifier Covers	ENR	W Rates	400,000	0	0	0	0	0	400,000	Wastewater	Treatment	No
Sand Filter #4	ENR	WW Rates	300,000	0	0	0	0	0	300,000	Wastewater	Treatment	No
Lake Elbert Dr Water Main	ENR	W Rates	2,500,000	0	0	0	0	0	2,500,000	Water	Transmission	Yes
SR544 Havendale-US17 FDOT Project	ENR	WW Rates	250,000	0	0	0	0	0	250,000	Split	Transmission	No
CGB-US 17-1st FDOT Project	ENR	W Rates	250,000	0	0	0	0	0	250,000	Split	Transmission	No
SR544-US27-MLK FDOT Project	ENR	WW Rates	200,000	0	0	0	0	0	200,000	Split	Transmission	No
SR544-5th St-1st St FDOT Project	ENR	WW Rates	75,000	0	0	0	0	0	75,000	Split	Transmission	No
6th St-Ave G-US 17 FDOT Project	ENR	W Rates	75,000	0	0	0	0	0	75,000	Split	Transmission	No
SR544-US17-11th St FDOT Project	ENR	WW Rates	50,000	0	0	0	0	0	50,000	Split	Transmission	No
SR544-42nd St-26th St FDOT Project	ENR	W Rates	35,000	0	0	0	0	0	35,000	Split	Transmission	No

City of Winter Haven
2023 Capital Finance Review
Exhibit 4: Capital Improvement Plan

Description	Escalation Reference	Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total	System	Function	Include?
Lake Elbert Dr Sewer	ENR	WW Rates	1,750,000	0	0	0	0	0	1,750,000	Wastewater	Transmission	No
SR600-Jersey Rd-US17 FDOT Project	ENR	W Rates	200,000	0	0	0	0	0	200,000	Split	Transmission	No
6th St-Ave G-US 17 FDOT Project	ENR	W Rates	75,000	0	0	0	0	0	75,000	Split	Transmission	No
SR544-42nd St-26th St FDOT Project	ENR	WW Rates	35,000	0	0	0	0	0	35,000	Split	Transmission	No
Capital Depletion Shortage #3244	ENR	W Rates	36,900	0	0	0	0	0	36,900	Split	Treatment	No
Capital Depletion Shortage #3953	ENR	WW Rates	22,700	0	0	0	0	0	22,700	Split	Treatment	No
Vehicle for New Utility Construction Inspector	ENR	W Rates	41,700	0	0	0	0	0	41,700	Split	Equipment	No
Vehicle for Pretreatment/FOG Coordinator	ENR	WW Rates	42,200	0	0	0	0	0	42,200	Split	Equipment	No
Total CIP			$42,608,500	$27,048,800	$108,296,300	$85,437,000	$96,369,400	$79,675,900	$439,435,900			



WINTER HAVEN Water

Exhibit 5 - SOUTH INDUSTRIAL SERVICE AREA

DATE: August 8, 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-24-48: Administrative request to amend the Potable Water Sub-element of the 2035 Winter Haven Comprehensive Plan for the purpose of revising Policy 1.1.2 relating to potable water Level of Service (LOS) standards and to amend Sanitary Sewer Sub-element Policy 1.1.2 relating to sanitary sewer LOS standards.

BACKGROUND

The 2035 Winter Haven Comprehensive Plan was adopted by the City Commission August 28, 2023. The Comprehensive Plan consists of eleven Elements including: Future Land Use, Housing, Neighborhood Preservation, Transportation, Infrastructure, Public Schools, Recreation and Open Space, Conservation, Intergovernmental Coordination, Capital Improvements, and Private Property Rights.

Within the Infrastructure Element, there are five sub-elements which address the provision of public infrastructure in the City. Each of these sub-elements establishes Level of Service (LOS) standards which form the basis of concurrency management in the City. In the Potable Water Sub-element, there two types of LOS standards with one addressing conservation and usage, and the second addressing water system design. In the Sanitary Sewer Sub-element, no specific design standard LOS for the collection and treatment system has been established.

Based on a study of the utility system commissioned by the City's Water Department, it was found the LOS standard contained in Potable Water Sub-element Policy 1.1.2, addressing water system design, can be reduced from 350 gallons per person per day to 275 gallons per person per day. Likewise, the study has determined the design LOS standard for the sanitary sewer system, as addressed by Sanitary Sewer Sub-element Policy 1.1.2, should be 250 gallons per person per day. These determinations were made through an analysis of per capita water consumption and wastewater treatment over the past several years.

The current 350 gallons per person per day LOS standard remained unchanged from the 2025 Winter Haven Comprehensive Plan adopted in 2011. Prior to adoption of the 2025 Winter Haven Comprehensive Plan, the LOS standard was 250 gallons per person per day, which was based on data and analysis from the 1990s. The 350 gallons per person per day standard was based on observed consumption rates in the 2000s, prior to current water conservation measures being enacted.

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 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 August 6, 2024 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-48 on First Reading and its transmittal to the Florida Department of Commerce for review.

ATTACHMENT

- Ordinance O-24-48

ORDINANCE NO. O-24-48

AN ORDINANCE AMENDING ORDINANCE 23-24, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY AMENDING THE POTABLE WATER SUB-ELEMENT AND SANITARY SEWER SUB-ELEMENT TO ADDRESS ADOPTED LEVEL OF SERVICE (LOS) STANDARDS FOR POTABLE WATER USAGE AND SANITARY SEWER TREATMENT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 163 of Florida Statutes requires all local governments to adopt and maintain a Comprehensive Plan; and,

WHEREAS, proposed amendments to the Potable Water and Sanitary Sewer Sub-elements relating to adopted Level of Service (LOS) standards, have been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and,

WHEREAS, the proposed amendment has been transmitted to, and returned from, the State of Florida in accordance with Chapter 163 of the Florida Statutes;

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the *2035 Winter Haven 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. The Potable Water Sub-element is hereby revised as shown in Exhibit "A" which is hereby attached hereto and made a part hereof this ordinance.

2. The Sanitary Sewer Sub-element is hereby revised as shown in Exhibit "B" which is hereby attached hereto and made a part hereof this ordinance.

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. 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. 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. The effective date of this plan amendment shall be: the date a final order is issued by the State Land Planning Agency (Department of Commerce's Bureau of Community Planning and Growth) finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.

INTRODUCED on first reading this 26th day of August, 2024.

PASSED on second reading this ___ day of _____, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”
Page 1 of 4
(New language is underlined and deleted language is ~~stricken through~~)



POTABLE WATER SUB-ELEMENT

Goals, Objectives, and Policies

Exhibit "A"
Page 2 of 5

GOAL ONE: Ensure that safe and adequate supply of public potable water is available to meet the needs of the City's potable water customers.

Objective 1.1: Establish and maintain level of service standards for the provision of potable water to the City's residents and utility customers.

Policy 1.1.1: Continue to work to reduce per capita consumption of potable water resources within the City. Average per capita daily consumption Level of Service shall be as follows:

Year	Current	By 2025	By 2030	By 2035
Potable Water LOS (gallons/person/day)	115.0 gallons	110.0 gallons	105.0 gallons	100.0 gallons

Policy 1.1.2: Water system capacity design Level of Service is ~~350~~ 275 gallons per day per housing unit for the purpose of establishing the basis for impact fees for all new development.

Policy 1.1.3: Water distribution mains shall be a minimum of eight (8) inches in diameter. A branch serving a fire hydrant shall be a minimum of six (6) inches in diameter.

Policy 1.1.4: For increased system-wide reliability, all water distribution systems shall be looped.

Policy 1.1.5: Minimum fire flows per fire hydrant shall be as follows:

Use of Land	Minimum Fire Flows (gallons per minute)
Single-family	500
Multi-family less than 6 units/acre	500
Multi-family 6.0 or more units/acre	1,500
Commercial	1,500
Industrial	1,500
Institutional	1,500

Exhibit "A"
Page 3 of 5

Objective 1.2: The City shall ensure sufficient water treatment plant and storage capacity to meet future demands prior to, or concurrent with, the impacts of development.

Policy 1.2.1: Maintain the City's Water Use Permit for the withdrawal of groundwater from the aquifer. Ensure that the permit allows for the withdrawal of adequate quantities of water to meet projected population growth through 2035.

Policy 1.2.2: Update and expand the City's water treatment plants and water storage facilities, as needed, to maintain the adopted water system level of service standards. Projects that are required to maintain adopted level of service standards, shall be planned for, and included, in the 5-year Schedule of Capital Improvements.

Policy 1.2.3: Coordinate the siting of new water treatment plants and wells with the adopted Future Land Use Map to ensure land use compatibility, environmental sensitivity, wellhead protection, and overall efficiency of the system.

Policy 1.2.4: Annually monitor water produced by the City's water treatment plants for compliance with standards contained in the Florida Safe Drinking Water Act (F.S. 403.850).

Policy 1.2.5: Continue to prioritize improvements to the potable water system based on the findings and recommendations of the most recently adopted *Winter Haven Utility Master Plan*. Periodically review, and update as necessary, the *Master Plan* to ensure it continues to reflect the needs of the City and the water system.

Objective 1.3: The City shall extend potable water service throughout the City Limits and Utility Service Area, in a manner that enhances a compact urban growth pattern.

Policy 1.3.1: All new development in the Winter Haven Utility Service Area.

Policy 1.3.2: Coordinate the extension of water lines and other facilities to meet future demand, prior to, or concurrent with the impact of development.

Exhibit "A"
Page 4 of 5

Policy 1.3.3: Require all new development to construct and dedicate public water distribution facilities to the City.

Policy 1.3.4: Water service shall be extended at the same time as sewer service is extended, if public water is not already provided.

Policy 1.3.5: Undertake a continuous fire hydrant installation and maintenance program throughout the planning period.

Policy 1.3.6: Enter into an inter-local agreement with Polk County to coordinate all new development proposals in, or adjacent to, the Winter Haven Utility Service Area. Require the exchange of detailed information on each development proposal between Polk County's Planning and Utility Departments, and the City's Economic Opportunity & Community Investment and Water Departments; in order to prevent development of private, potable water systems.

Policy 1.3.7: Coordinate the locations of water line extensions with the objectives and policies contained in the Future Land Use and Conservation Elements.

Policy 1.3.8: Coordinate water line extensions within the unincorporated portion of the City's Utility Service Area with the Polk County Comprehensive Plan.

Policy 1.3.9: To achieve economies of scale, coordinate water line rehabilitation and expansion projects with major roadway construction or resurfacing projects.

Policy 1.3.10: Maintain the Franchise Agreement with Polk County that establishes the geographic service area for the exclusive provision of water and sewer service.

Objective 1.4: The City shall take direct actions to conserve potable water resources.

Policy 1.4.1: Continue to enforce Building Code Regulations requiring the use of water conservation fixtures in all new development.

Policy 1.4.2: Undertake a systematic calibration of all major water meters as necessary to eliminate unaccounted water.

Exhibit "A"
Page 5 of 5

Policy 1.4.3: Adopt the conservation standards established by the Southwest Florida Water Management District (SWFWMD) for the Southern Water Use Caution Area for per capita, per day consumption. Coordinate with SWFWMD on developing a standardized per capita measurement with the appropriate adjustments and deductions.

Policy 1.4.4: Continue to coordinate with SWFWMD on the enforcement of water restrictions.

Policy 1.4.5: To reduce public demand for potable water, the City shall require the use of reclaimed wastewater for irrigation, within its utility service area, for all properties located within 500 feet of a reclaimed water line.

Policy 1.4.6: The City shall maintain and implement Land Development Regulations (LDRs) requiring all development within its utility service area to connect to the City's reclaimed water system, install dry lines for connection to the City's reuse system when it becomes available to the development site, and/or payment of a fee in lieu of connection where reuse is not available to the development site.

Exhibit “B”
Page 1 of 7
(New language is underlined and deleted language is ~~stricken through~~)



SANITARY SEWER SUB-ELEMENT

Goals, Objectives, and Policies

Exhibit "B"
Page 2 of 7

GOAL ONE: Ensure adequate sanitary sewer treatment capacity and facilities are available to meet the needs of the City's wastewater customers.

Objective 1.1: Sanitary sewer facilities shall operate at Level of Service standards appropriate for efficient operation of the system and provision of capacity needed to meet future demands.

Policy 1.1.1: The Level of Service for sanitary sewer treatment shall be as follows:

Year	Current	By 2028	By 2035
Wastewater LOS (gallons/person/day)	100.00 gallons	95.0 gallons	85.0 gallons

Policy 1.1.2: ~~The City shall supply sufficient sanitary sewer capacity to meet future demand prior to, or concurrent with, the impact of development~~ Sanitary Sewer system collection and treatment capacity design Level of Service is 250 gallons per day per housing unit for the purpose of establishing the basis for impact fees for all new development.

Policy 1.1.3: Annually assess the City's wastewater treatment plant capacities and projected population growth to plan for capital improvements to expand facilities. Projects that are required to maintain the adopted level of service standard shall be included in the 5-year Schedule of Capital Improvements.

Policy 1.1.4: Continue to prioritize improvements to the sanitary sewer collection system and wastewater treatment plants based on the findings and recommendations of the most recently adopted *Winter Haven Utility Master Plan*. Periodically review, and update as necessary, the *Master Plan* to ensure it continues to reflect the needs of the City, the sanitary system collection system, and wastewater treatment plants.

Objective 1.2: The City shall extend sanitary sewer service throughout the City Limits and Utility Service Area in a manner that enhances a compact urban growth pattern.

Policy 1.2.1: All new development shall be connected to sanitary sewer.

Policy 1.2.2: Continue the practice of requiring all new development to construct and dedicate public sewer collection facilities to the City.

Policy 1.2.3: Update, maintain, and enforce existing ordinances requiring connection to the public sewer system of all residential, commercial, industrial, and institutional uses where gravity, pressure, or vacuum sewer service is located within 200 feet of the nearest property line.

Require any new residential, commercial, industrial, or institutional use located on a parcel immediately adjacent to a force main to connect to the force main unless there is a City-approved engineering challenge to making the connection. Furthermore, require all new multi-family developments and residential subdivisions proposing a net density of 1.0 unit per acre and greater, to connect to the nearest force main or gravity sewer line, regardless of the subdivision's distance from the force main or gravity sewer line.

Policy 1.2.4: Extend water service at the same time sewer service is extended, if public water is not already provided.

Policy 1.2.5: Continue to coordinate the City's Franchise Agreement with Polk County that establishes the geographic service area for the provision of water and sewer service.

Policy 1.2.6: Coordinate the locations of sewer line extensions with the objectives and policies contained in the Future Land Use and Conservation Elements, as well as current City of Winter Haven Engineering Standards and Specifications.

Policy 1.2.7: To achieve economies of scale, coordinate sewer line rehabilitation and expansion projects with major roadway construction or resurfacing projects.

GOAL TWO: Highly restrict the use of on-site wastewater treatment systems in and around the City.

Objective 2.1: To reduce the potential for environmental damage to the City's lakes and other hydrologic features, limit the installation of new and replacement septic systems and package wastewater treatment plants.

Policy 2.1.1: The City shall coordinate the extension of sewer lines and other facilities to meet future demand prior to, or concurrent with, the impact of development in areas with soils unsuitable for septic tanks.

Policy 2.1.2: Coordinate all new development proposals adjacent to the Winter Haven Utility Service area. Require the exchange of detailed information on each development proposal between Polk County's Planning and Utility Departments, adjacent municipalities, and the City's Economic Opportunity & Community Investment and Utility Departments, in order to prevent new development from using private septic systems or package treatment plants.

Policy 2.1.3: Require any existing septic system which requires septic tank or drain field replacement to connect to any gravity, pressure, or vacuum wastewater line located immediately adjacent to the property or within 200 feet of the nearest property line.

Policy 2.1.4: Require any new septic system be setback a minimum of 150 feet from the regulatory high water elevation. In no case, shall new septic systems be located within the 100-year floodplain.

Policy 2.1.5: Any permitted septic system shall be designed to allow for future connection to the City's sanitary sewer system when gravity or pressure lines are installed adjacent to the property served by the septic system.

Policy 2.1.6: To help prevent installation of new septic systems, and to facilitate conversion of existing septic systems, study and evaluate alternative sewer systems as low-cost options for connection to the City's wastewater system. Adopt standards allowing the use of vetted alternative sewer systems into the City's Code or Engineering Design Standards and Specifications.

Objective 2.2: Identify and maintain maps of areas with high concentrations of existing septic systems, both inside the City and in the surrounding Utility Service Area located in unincorporated Polk County, and develop a cost feasible plan to convert identified septic systems to the City's sanitary sewer system.

Policy 2.2.1: Prepare and maintain a Septic to Sewer Master Plan which is updated, at a minimum, every five (5) years. The Septic to Sewer Master Plan shall be adopted as an Exhibit to the *2035 Winter Haven Comprehensive Plan*.

Policy 2.2.2: Maintain as part of the Sanitary Sewer Sub-element, maps illustrating the locations, both inside the City limits and outside of the City limits in the Utility Service Area, where high concentrations of septic systems are located. These maps shall be updated periodically to reflect changing conditions.

Policy 2.2.3: Ensure the City's wastewater treatment plants provide sufficient treatment capacity to accommodate flows from identified areas with high concentrations of septic systems and wastewater package plants located within the City's Utility Service Area.

Policy 2.2.4: Strive to annually fund capital projects in support of converting areas with high concentrations of septic systems to the sanitary sewer system. These projects should include line extensions, wastewater treatment plant upgrades, and lift-stations.

Exhibit "A"
Page 5 of 7

Policy 2.2.5: In conjunction with Polk County, seek grants to aid in connecting septic systems located in residential neighborhoods within the City's Utility Service Area to the sanitary sewer system.

Policy 2.2.6: Require owners/operators of package wastewater treatment plants that are located within the City's Utility Service Area to connect to the City's sanitary sewer system.

Policy 2.2.7: Maintain a program to assist existing residential and commercial customers to pay the Sewer Connection Fee associated with connection to the City's sewer system.

Exhibit "B"
Page 6 of 7

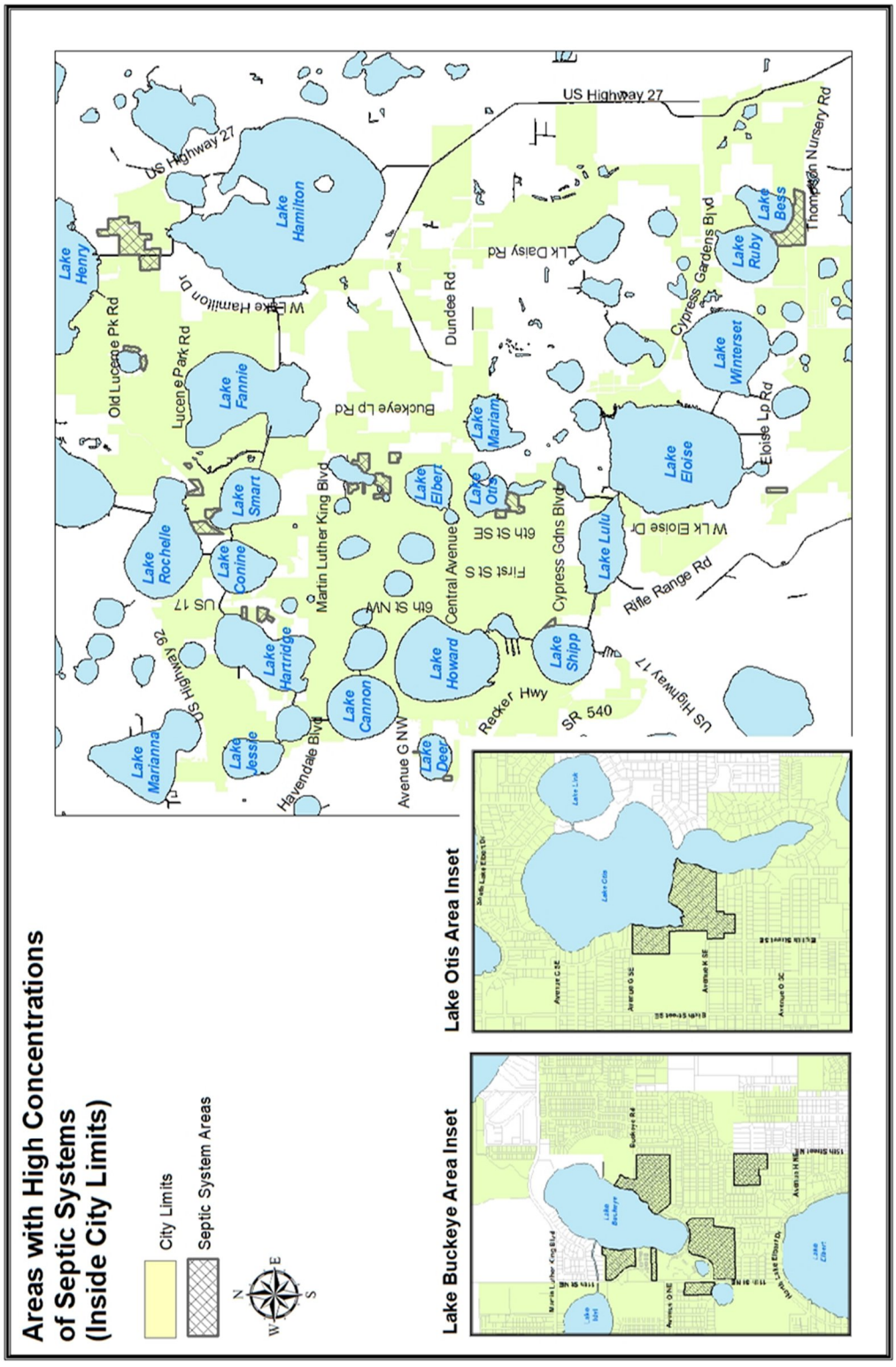


Exhibit "B"
Page 7 of 7

