

# WINTER HAVEN

## *The Chain of Lakes City*

### REGULAR CITY COMMISSION MEETING

MONDAY, FEBRUARY 11, 2019

6:30 PM

City Hall, John Fuller Auditorium

451 Third Street NW

Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **INVOCATION - PASTOR JIM REED, WINTER HAVEN CHRISTIAN CHURCH**
3. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
4. **PRESENTATIONS**
  - 4.A. **Presentation by Steven McCaughey, Executive Director of the Seaplane Pilots Association. Request by Seaplane Pilots Association to extend the term of certain obligations under an agreement with the City of Winter Haven at the Winter Haven Regional Airport.**

*Staff Contact: Alexander Vacha, Airport Manager, [avacha@mywinterhaven.com](mailto:avacha@mywinterhaven.com)*

[Summary - Presentation SPA](#)  
[SPA Lease](#)
5. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
6. **MINUTES**
  - 6.A. **January 23, 2019 City Commission Agenda Review Session Minutes**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, [vcastillo@mywinterhaven.com](mailto:vcastillo@mywinterhaven.com)*

[2019-01-23 DRAFT Agenda Review Session Minutes with Attachments.pdf](#)
  - 6.B. **January 28, 2019 Regular City Commission Meeting Minutes**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, [vcastillo@mywinterhaven.com](mailto:vcastillo@mywinterhaven.com)*

[2019-01-28 DRAFT Minutes Regular City Commission Meeting with Attachments\\_.pdf](#)
7. **COMMENTS FROM THE AUDIENCE**
8. **ORDINANCE(S) - SECOND READING - PUBLIC HEARING**
  - 8.A. **O-18-18 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Residential-Low Density Future Land Use to two annexed parcels**

*Staff Contact: Heather Reuter, Planner II, [hreuter@mywinterhaven.com](mailto:hreuter@mywinterhaven.com)*

[Summary - Ordinances O-18-18 & O-19-10](#)  
[Ordinance O-18-18](#)

**8.B. O-19-10 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels**

*Staff Contact: Heather Reuter, Planner II, [hreuter@mywinterhaven.com](mailto:hreuter@mywinterhaven.com)*

[Summary - Ordinances O-18-18 & O-19-10](#)  
[Ordinance O-19-10](#)

**8.C. O-19-07 - Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56**

*Staff Contact: Heather Reuter, Planner II, [hreuter@mywinterhaven.com](mailto:hreuter@mywinterhaven.com)*

[Summary - Ordinance O-19-07](#)  
[Ordinance O-19-07](#)

**9. CONSENT AGENDA**

**9.A. Termination of Florence Villa Interlocal Agreement**

*Staff Contact: Gary M Hubbard, Utility Services Department Director, [ghubbard@mywinterhaven.com](mailto:ghubbard@mywinterhaven.com)*

[Summary- Agreement for Termination of Sept 2000 Florence Villa Improvement Agreement](#)  
[Florence Villa-Agreement for Termination of Interlocal Agreement](#)  
[2000 Interlocal-Polk-WinterHaven #00-012-HND \(Florence Villa\)](#)

**9.B. Pollard Road Water Main Design & Permitting**

*Staff Contact: Gary M Hubbard, Utility Services Department Director, [ghubbard@mywinterhaven.com](mailto:ghubbard@mywinterhaven.com)*

[Summary - Pollard Rd Water Main Design and Permitting](#)  
[Exhibit A- Task Order 17-Jones Edmunds Pollard Rd Water Main Design and Permitting](#)

**9.C. Change Order for SR 542 Project, Utility Revisions 1 & 2**

*Staff Contact: Gary M Hubbard, Utility Services Department Director, [ghubbard@mywinterhaven.com](mailto:ghubbard@mywinterhaven.com)*

[Summary - SR 542 Utility Revisions](#)  
[Supplemental Agreement Documentation](#)

**9.D. Award of ITB-19-09 "Winter Haven Recreational & Cultural Center Roof Replacement" to Florida Exterior Coatings, Inc. (Eagle Lake, FL)**

*Staff Contact: Andy Palmer, Recreation Superintendent, [apalmer@mywinterhaven.com](mailto:apalmer@mywinterhaven.com)*

[Summary of Award of ITB-019-09 WHRCC Replacement.docx](#)  
[ITB-19-09 Bid Tab Sheet.pdf](#)  
[Florida Exterior Coating Inc. Bid Proposal ITB-19-09.pdf](#)

**9.E. South Pond Pump Replacement at WWTP #3**

*Staff Contact: Gary M Hubbard, Utility Services Department Director, [ghubbard@mywinterhaven.com](mailto:ghubbard@mywinterhaven.com)*



Summary - WWTP #3 South Pond Pump Replacement  
ITB-19-07 Bid Tabulation Sheet

10. **RESOLUTION(S)**

10.A. **R-19-08 - Cancellation of the first regular City Commission meeting on March 11, 2019 at 6:30 P.M.**

*Staff Contact: Mike Herr, City Manager, mherr@mywinterhaven.com*

Summary - Resolution R-19-08  
Resolution R-19-08

11. **ORDINANCE(S) - FIRST READING**

12. **NEW BUSINESS**

13. **CITY COMMISSIONERS/LIAISON REPORTS**

14. **CITY ATTORNEY REPORT**

15. **CITY MANAGER REPORT**

16. **ASSISTANT CITY MANAGER REPORT**

17. **CITY CLERK REPORT**

18. **DEVELOPMENTS OF NOTE**

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.

**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
FEBRUARY 11, 2019**

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**DATE:** January 31, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Department Director

**FROM:** Alex Vacha, Airport Director

**SUBJECT:** Presentation by Steven McCaughey, Executive Director of the Seaplane Pilots Association. Request by Seaplane Pilots Association to extend the term of certain obligations under an agreement with the City of Winter Haven at the Winter Haven Regional Airport.

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**BACKGROUND:**

On July 11<sup>th</sup>, 2016 the City of Winter Haven entered into an agreement with SPA Foundation, Inc. for the ground lease of 2+/- acres in order to construct a new Seaplane Pilots Association Headquarters at the Winter Haven Regional Airport.

The agreement set forth certain Lessee obligations towards successful development of the property:

35. LESSEE CONTINGENCIES. LESSEE'S obligations under this Lease shall be contingent upon the following:

- A. LESSEE'S ability to raise all funds required for design, permitting and construction of improvements as depicted and described on Exhibits "B" and "C" attached hereto and incorporated by reference as required herein within twenty-four (24) months of the effective date of the Lease; and
- B. LESSEE's receipt of all permits and approvals required for the design, permitting and construction of the improvements as described and depicted on Exhibits "B" and "C" attached hereto and incorporated herein on or before thirty-six (36) months of the effective date of this Lease.

In the event these contingencies are not met then this Lease shall automatically terminate and LESSEE shall immediately vacate the Premises. Provided however that termination by LESSOR of this Lease due to LESSEE'S failure to meet the contingencies as set forth above shall not obligate and/or require the LESSOR to pay and/or reimburse LESSEE for the value of any improvements as contemplated in Section 23 of this Lease.

The Seaplane Pilots Association requests a first amendment to the lease agreement dated July 11<sup>th</sup>, 2016. The request is to extend the time requirements listed in paragraphs 35. A. and 35. B. identified above for an additional thirty-six (36) months respectively.

1. 35. A. New deadline July 11, 2021
2. 35. B. New deadline July 11, 2022

There are no changes to the term of the lease. The lease term ends on July 10<sup>th</sup>, 2046.

**FINANCIAL IMPACT:**

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

**RECOMMENDATION:**

Staff recommends the City Commission consider the request of the Seaplane Pilots Association time extension to certain obligations under the agreement with the City of Winter Haven at the Winter Haven Regional Airport.

**ATTACHMENTS:**

Lease Agreement dated July 11<sup>th</sup>, 2016

## LEASE AGREEMENT

**THIS LEASE**, made and entered into the 11<sup>th</sup> day of July, 2016, by and between the **CITY OF WINTER HAVEN**, a Florida Municipal corporation, hereinafter referred to as the LESSOR, and **SPA FOUNDATION, INC.**, a Florida non-profit corporation, hereinafter referred to as the LESSEE,

### WITNESSETH:

**WHEREAS**, LESSOR owns and operates the Winter Municipal Airport at Gilbert Field (hereinafter "Airport");

**WHEREAS**, LESSEE desires to lease a portion of the property located at the Airport consisting of approximately 2+/- acres to LESSEE (hereinafter "Premises") and as more specifically described and depicted by legal description and drawing on **Exhibit "A"** attached hereto and incorporated herein by reference;

**WHEREAS**, LESSEE desires to lease the Premises from LESSOR to fund the design, permitting construction and maintenance of an Airplane hangar building for a seaplane base and office that will be connected to existing and yet to be constructed ramps and runways at the Airport and fund the design, permitting and construction of other improvements on lands adjacent to the leased Premises all as more particularly described and depicted on the drawings attached hereto as **Exhibits "B" and "C"** attached hereto and incorporated by reference;

**WHEREAS**, LESSEE shall pay all costs and expenses of the design, permitting and construction of the facilities described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference and in accordance with the terms of this Lease;

**WHEREAS**, LESSEES use of the Premises is possible only with the development

in accordance with this Lease and any applicable laws, ordinances, rules and regulations of any Federal, State and local governments and agency with jurisdiction of facilities described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference;

**WHEREAS**, LESSOR has consented to lease the Premises to LESSEE; and

**WHEREAS**, the LESSEE'S entering in to this Lease is contingent upon LESSOR'S promise to connect the Premises through the extension of a new taxiway from an existing runway at the Airport as more particularly depicted and outlined in red line on Exhibit "C" attached hereto and incorporated by reference. Said extension of a new taxiway to be completed according to a schedule as determined by the LESSOR'S Airport Director and at LESSOR'S expense; and

**WHEREAS**, the LESSEE intends to operate the worldwide headquarters of the Seaplane Pilots Association within and on the improvements it proposes to design, permit, construct and maintain at its expense on the Premises all in accordance with the terms of this Lease; and

**WHEREAS**, the LESSEE'S operation of a worldwide headquarters of the Seaplane Pilots Association on the Premises is anticipated to provide economic development and generally promote the overall mission, vision and goals of the Airport and the aviation community at the Airport; and

**WHEREAS**, the LESSOR has made certain concessions to the LESSEE with respect to the terms of this Lease in order to secure the LESSEE for the Airport and the associated benefits that will accrue to the residents and citizens of the City and the general public and LESSEES at the Airport;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and



promises contained herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** 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.

2. **PROPERTY AND TERM.** The real property which shall be subject to this Lease is described and depicted on **Exhibit "A"** attached herein and incorporated by reference. The term of this Lease shall commence on July 11, 2016, and will end at midnight on the last day of July 10, 2046. If LESSEE is not in default under any material term, condition or covenant of this Lease, then at the end of the original term LESSEE may obtain a 20 year term Renewal Lease upon the same terms as this Lease; the approval of which shall not be unreasonably withheld by LESSOR. LESSEE shall notify LESSOR in writing at least one (1) calendar year prior to the expiration of the 30 year term of its desire to seek a 20 year Renewal Lease as contemplated herein.

Provided LESSEE is not in default and that this Lease has not been terminated, LESSOR shall not lease the Premises to any person, firm, entity or corporation, unless LESSOR shall first complete the following:

RIGHT OF FIRST OFFER (a/k/a RIGHT OF FIRST NEGOTIATION): LESSOR agrees to meet with LESSEE and further agrees to negotiate in good faith with LESSEE for an additional renewal term under terms and conditions agreeable to both LESSOR and LESSEE. It is the intention of the parties for this clause to be an agreement to negotiate, rather than a Right of First Refusal.

3. **RENT.** As ground rental for the use of said Premises, LESSEE

shall pay rent of One Thousand One Hundred Sixty-Six Dollars and 66/100 (\$1,166.66) per month (Base Rent) at City Hall, Post Office Box 2277, Winter Haven, Florida 33883-2277, during the term of this Lease. Said rent shall be payable on the commencement date, and monthly thereafter on the same date each month plus all applicable sales tax. LESSEE has the option to prepay rent without penalty. LESSEE shall complete the improvements contemplated herein as more particularly depicted and described on **Exhibits "B" and "C"** attached hereto and incorporated by reference and obtain a certificate of occupancy or its functional equivalent for said improvements on or before the 11<sup>th</sup> day of July, 2020, to comply with the provisions of Section 13 of this Lease.

LESSEE is not subject to payment of Common Area Maintenance costs commonly referred to as "CAM" as the Airport has no CAM.

The Base Rent shall be offset for improvements to be paid by Lessee to design, permit, and construct a seaplane base on airport property for public use as more particularly set forth in this Lease and in a manner as deemed appropriate by LESSOR within its sole discretion. At a minimum, the seaplane base shall include a paved seaplane ramp, a seaplane dock, paved aircraft apron, and related connectors as reasonably determined appropriate and acceptable by LESSOR in its sole discretion. The seaplane base and other improvements both on and off the Leased Premises are conceptually depicted and described on **Exhibits "B" and "C"** attached hereto and incorporated by reference herein. An estimated schedule of payments and credits is attached hereto as **Exhibit "E"** and incorporated by reference. Provided however under no circumstances shall LESSOR be responsible to pay and/or provide any credit(s) to LESSEE for any amounts exceeding amounts owed by LESSEE to LESSOR as rent under the terms of this Lease Agreement.



All plans and specifications must be approved by Lessor in accordance with the terms of this Lease before construction as more specifically set forth in this Lease may occur.

Time is of the essence of this Lease, and in particular LESSEE acknowledges and agrees that it is responsible for paying the Rent promptly, 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 all future payments under this Lease to 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 days of when it first falls due shall bear interest at the rate of 1.5% per month (18% per annum but not to exceed the maximum rate as allowed under applicable Florida law) from the date when the same was payable by the terms hereof, until the same is paid by LESSEE.

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.

Base Rent shall increase on October 1, 2018, and on October 1 every two years thereafter for so long as this Lease or any renewal and/or extension thereof remains in effect. The Base Rent due hereunder shall be increased in an amount determined by multiplying the annual Base Rent charged during the immediately preceding two years 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, over the entire immediately preceding two years of this Lease, and adding the product of that calculation to the Base Rent charged annually during the immediately preceding two years. There shall be no downward adjustments in rent. 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 determined by the LESSOR in its sole discretion.

4. **USE.** LESSEE shall use the Premises for the purpose of designing, permitting, constructing and operating an Airplane hangar building and office to be used for aviation, education, administration, museum, seaplane fly-ins, seaplane fueling, operation of the worldwide headquarters for seaplanes, public and special events and community outreach which advance aviation and related purposes, including but not limited to parking and facilities associated with a seaplane facility as more particularly described and depicted on **Exhibit "B"**, and no other use shall be made of the Premises without the prior, written permission of the LESSOR. LESSOR finds LESSEE'S Use of the Premises to be beneficial to the general public and important to the continuing development of the Airport and consistent with the duly adopted Airport Master Plan. Provided further, LESSEE shall make no unlawful or offensive use of the Premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the Premises which constitutes a nuisance to surrounding property; operation of seaplanes is specifically excluded as a "nuisance". The Premises may not be used for the purposes specified until it has been inspected by the Fire Marshall and the LESSOR'S Engineering Services department and Building Official, and all requirements

imposed by those authorities have been met including but not limited to the issuance of a certificate of occupancy or its functional equivalent. Also, no fuel may be stored or dispensed from the Premises without an express, written amendment to this Lease having the approval of the Winter Haven City Commission; notwithstanding the foregoing, LESSEE shall be permitted to have fuel necessary for the permitted uses as set forth above and as may be allowed by applicable Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT) and other agencies with jurisdiction, rules and regulations, including but not limited to lawnmowers, maintenance equipment, generators, and (in limited quantity) for aircraft self-fueling that is authorized in writing by the LESSOR'S Airport Director.

LESSEE'S permitted use includes holding special events and community outreach functions open to the public.

In conjunction with other airport tenants, LESSEE shall be entitled to non-exclusive use of the Airport's facilities and improvements of a public nature which are or may hereafter be constructed with or appurtenant to the Airport.

Except as necessary in conjunction with its permitted uses 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), machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building or Premises in the reasonable opinion of the LESSOR; the standard applied shall be what is commercially reasonable for a seaplane facility. LESSEE shall indemnify LESSOR against all claims for damages or other relief, plus



attorney's fees and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by LESSEE, as such may be defined from time to time by any local, State or Federal agency whether at the Premises or elsewhere. LESSEE shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients and customers and anyone else properly on LESSEE's Premises. This provision shall survive the termination, cancellation or expiration of this Lease.

LESSEE agrees to abide by and conform to the standards for Airport LESSEEs which are presently in effect or such reasonable standards which may be in the future promulgated by the LESSOR. A copy of the Airport's current Minimum Operating Standards (MOS) is attached hereto as Exhibit "D" and incorporated herein by reference. To the extent of any inconsistencies between the terms of the MOS and this Lease the provisions of this Lease shall control. Provided, further, LESSEE agrees to observe and obey during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by the LESSOR, and by any other proper authority having jurisdiction over the conduct of operations at the Airport. So long as LESSEE conducts its business in a fair, reasonable and workmanlike manner, LESSEE shall peaceably have and enjoy the leased Premises, and all the rights and privileges herein granted by this Lease.

LESSOR agrees to allow LESSEE reasonable signage at LESSEE's sole cost and expense that is in compliance with all applicable sign codes, rules and regulations and approved in conjunction with site plan approval as set forth in Section 13 of this Lease.

5. **INGRESS AND EGRESS**. The LESSEE, its employees, guests, invitees, and suppliers of materials and services shall have the nonexclusive right of ingress and

egress to the 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 Premises, including but not limited to electricity, water, re-use water (if available), refuse and garbage service, and sewage disposal 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, re-use 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 and costs, arising out of failure by LESSEE to pay all utility and other such charges when due. LESSEE shall also bear all expenses connected with extending any utilities from their current locations to the 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 Premises.

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 (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Premises is located), and all personal property taxes assessed against LESSEE'S property kept at the Premises, together with any intangible personal



property or ad valorem taxes and/or other charges assessed against this leasehold interest. To the extent such taxes and/or charges are assessed and due then LESSEE shall pay the real property taxes and any special assessments on the real property, no later than the last day of November each year. Failure to pay the real property taxes by the end of November each year during the term shall be considered a default in payment of Rent and shall enable LESSOR to exercise all remedies available to it for nonpayment of Rent. Except as set forth herein, LESSOR shall have the right and ability to pay any sales taxes, personal property taxes, real estate taxes, assessments, or charges assessed or owed on the Premises and may do so prior to the imposition of any lien on the Premises. In the event that LESSOR pays any sales taxes, personal property taxes, real estate taxes, assessments, or other such similar charges assessed or owed on the Premises which the LESSEE was obligated, pursuant to this Lease, to pay, upon LESSEE'S receipt of LESSOR'S written notice of such payment by LESSOR, LESSEE shall reimburse LESSOR for same within thirty (30) calendar days. In the event that LESSEE does not timely reimburse LESSOR, the outstanding amount due from LESSEE to LESSOR shall be subject to interest at a rate of ten percent (10%) per annum. In addition, LESSEE shall indemnify the LESSOR for any attorneys' fees and costs which LESSOR incurs in administrative and/or judicial forums related to the imposition and/or collection of such sales taxes, personal property taxes, real estate taxes, assessments, and/or similar charges that LESSOR is obligated to pay hereunder upon LESSOR'S demonstration that such attorneys' fees and costs became due or were paid as a direct result of LESSEE'S failure to timely comply with its obligations under this Paragraph or are due as a result of the LESSEE'S use of the Premises.

8. **INSURANCE.**

1. Insurance in General: LESSEE shall, at its own expense, procure and maintain throughout the Term of this Lease, with an insurer or insurers reasonably acceptable to the LESSOR, the types and amounts of insurance conforming to the minimum requirements set forth herein. As evidence of compliance with the insurance required herein, LESSEE shall furnish the LESSOR with a fully completed reasonably satisfactory Certificate of Insurance evidencing all coverage required. Until such coverage is no longer required by this Lease, LESSEE shall provide the LESSOR with renewal or replacement evidence of insurance thirty (30) days prior to the expiration or termination of such insurance.
2. Minimum Insurance Coverages and Limits: LESSEE agrees to procure and maintain or, where appropriate, to cause its Contractor to procure and maintain, the insurance coverages described below for the respective, applicable time period described. These minimum insurance requirements shall not be interpreted to in any way limit LESSEE'S defense and indemnity obligations described in any other section of the Lease:
  - A. PHASE ONE: INITIAL PERIOD/FUNDRAISING – The following insurance coverages and amounts shall be procured and maintained by LESSEE from the inception of the Lease until the commencement of construction operations on the Premises.
    - a) Workers' Compensation/Employers' Liability.

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required



where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the LESSEE will provide a copy of State Workers' Compensation exemption.

b) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) or a reasonable equivalent.

The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured" on a form no more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

c) Automobile Liability Insurance.

If LESSEE uses or operates automobiles on the Premises, LESSEE shall be required to procure and maintain Automobile Liability Insurance as described herein. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage

for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the operations of LESSEE. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 combined single limit/per occurrence

d) Liquor Liability Insurance.

If LESSEE holds any fundraising or other activities on the Premises which involve the sale of alcoholic beverages, the LESSEE shall procure and maintain Liquor Liability insurance covering any liability arising out of the event. The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured." The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim  
\$1,000,000 General Aggregate

B. PHASE TWO: CONSTRUCTION PERIOD – The following insurance coverages and amounts shall be procured and maintained by LESSEE and/or Contractor(s) during all periods in which construction activities are taking place on the Premises.

a) Workers' Compensation/Employers' Liability.

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required



where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the LESSEE will provide a copy of State Workers' Compensation exemption. All contractors and subcontractors shall be required to maintain Worker's Compensation.

b) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) or a reasonable equivalent.

The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured" on a form no more restrictive than ISO Form CG 20 11 (Additional Insured – Managers or Lessors of Premises). In addition, any contractor hired by LESSEE to perform construction operations shall also be required to maintain General Liability in amounts at least equal to the amount required of LESSEE herein. Such Contractor's insurance shall provide that LESSOR and LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and CG 20 37 (Additional Insured – Owners, Lessees or Contractors – Completed Operations). In addition, the Contractor shall be required to maintain Completed Operations insurance in the same amounts for a period of at least three (3) years following the

completion of the construction.

The minimum limits for LESSEE and any Contractor of LESSEE (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate		
\$2,000,000	Products/Completed Operations	Aggregate	
	(Applicable Contractors of LESSEE only)		
\$2,000,000	Personal and Advertising Injury		
\$2,000,000	Each Occurrence		

c) Property Coverage.

During the period of Construction, LESSEE shall procure and maintain, or cause its Contractor to procure and maintain, All Risk/Special Form, property insurance. Such coverage shall be in an amount equal to the complete construction value of all buildings and improvements on the Premises. At a minimum, such coverage shall include sinkhole and wind storm coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements located on the Premises. Such insurance shall include the LESSOR as an additional insured.

d) Automobile Liability Insurance.

If LESSEE uses or operates automobiles on the Premises, LESSEE shall be required to procure and maintain Automobile Liability Insurance as described herein. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage

for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the operations of LESSEE. In addition, any Contractor hired by LESSEE to perform construction operations shall also be required to maintain Automobile Liability in amounts at least equal to the amount required of LESSEE herein. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 combined single limit/per occurrence

e) Liquor Liability Insurance.

If LESSEE holds any fundraising or other activities on the Premises which involve the sale of alcoholic beverages, the LESSEE shall procure and maintain Liquor Liability insurance covering any liability arising out of the event. The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured." The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim  
\$1,000,000 General Aggregate

f) Design Professional Liability Insurance. Any design professional hired by LESSEE or any contractor of LESSEE shall be required to maintain Professional Liability covering the work of such design professional. If such coverage is provided on an occurrence basis, the insurance must be maintained until the completion of all construction on the Premises. If such coverage is provided on a claims-made basis, insurance must respond to claims reported within



three years after the completion of construction. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim  
\$1,000,000 General Aggregate

C. PHASE THREE: OPERATING PERIOD – The following insurance coverages and amounts shall be procured and maintained by LESSOR following the completion of all construction activities on the Premises and until the termination of the Lease.

a) Workers' Compensation/Employers' Liability.

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the LESSEE will provide a copy of State Workers' Compensation exemption. All contractors and subcontractors shall be required to maintain Worker's Compensation.

b) General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) or a reasonable equivalent. The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured" on a form no

more restrictive than ISO form CG 20 11 (Additional Insured – Managers or Lessors of Premises).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

c) Property Coverage.

LESSEE shall procure and maintain until the expiration of this Lease, All Risk/Special Form property insurance. Such coverage shall be in an amount equal to the complete construction value of all buildings and improvements on the Premises. At a minimum, such coverage shall include sinkhole and wind storm coverage (or its equivalent), to cover loss resulting from damage to or destruction of the building or any improvements located on the Premises. Such insurance shall include the LESSOR as an additional insured. LESSEE shall be solely responsible, at its expense, for any insurance coverage for its personal property, including removable trade fixtures and LESSEE'S leasehold improvements.

d) Automobile Liability Insurance.

If LESSEE uses or operates automobiles on the Premises, LESSEE shall be required to procure and maintain Automobile Liability Insurance as described herein. Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form

CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the operations of LESSEE. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 combined single limit/per occurrence

- e) Liquor Liability Insurance. If LESSEE holds any fundraising or other activities on the Premises which involve the sale of alcoholic beverages, the LESSEE shall procure and maintain Liquor Liability insurance covering any liability arising out of the event. The LESSOR and the LESSOR'S members, appointed and elected officials, officers and employees shall be included as "Additional Insured." The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Per Claim

\$1,000,000 General Aggregate

### 3. Insurance Administration.

- A. Evidence of Insurance: Appropriate and acceptable evidence of insurance, evidencing all insurance coverage referred to in this Lease, shall be filed (or be on file) with the LESSOR at least ten (10) calendar days after the Commencement Date of this Lease.

- a. With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability Insurance and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the Lease), signed by an authorized representative of the insurer(s) shall be



satisfactory evidence of insurance.

- b. With respect to the General Liability and Liquor Liability Insurance, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements, as issued on the policy(ies), shall be satisfactory evidence of such insurance.
- c. Insurance Certificates and all other evidence of insurance provided shall be fully reasonably acceptable to the LESSOR in both form and content and shall provide and specify that all required insurance coverage shall not be cancelled (hereafter the "Coverage Change") without at least thirty (30) calendar days prior written notice having been given to LESSOR.
- d. The LESSEE further agrees that no material modifications or reduction shall be made to any insurance policy coverage referred to in this Lease, unless the LESSEE gives written notice to the LESSOR within seven (7) calendar days of the LESSEE having been given notice by the insurer of such material modification or reduction. "Material modification" shall mean but not be limited to, reduction in the limit of liability by endorsement to the policy during the policy period, change in types of claims payable, or any other change that significantly reduces the coverage originally provided in the policy's terms. The LESSEE shall have thirty (30) calendar days following such Coverage Change to file an Insurance Certificate with the LESSOR, demonstrating that the particular coverage has either been reinstated, or has been provided through another insurer(s) that is (are) reasonably acceptable to the LESSOR.

Failure of the LESSEE to obtain the LESSOR'S approval, or to satisfy the LESSOR in this matter of Insurance Certificates, shall be grounds for LESSOR to terminate the Lease. It is also understood and agreed that it is the LESSEE'S sole burden and responsibility to coordinate activities between itself, the LESSOR, and the LESSEE'S insurer(s) so that the Insurance Certificates are acceptable to and reasonably accepted by the LESSOR within the time limits described in this Subsection.

- B. Copies of Policies: Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to LESSOR, if requested by LESSOR, LESSEE shall, within thirty (30) days after receipt of a written request from LESSOR, provide LESSOR with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. LESSEE may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.
- C. Primary Insurance: The insurance provided by the LESSEE shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by LESSOR. Any insurance, or self-insurance, maintained by LESSOR shall be in excess of, and shall not contribute with, the insurance provided by LESSEE.
- D. Deductibles: Any deductible or self-insured retention for any required insurance provided by LESSEE pursuant to this Lease must be approved by the LESSOR before any deductible or self-insured retention for any required insurance provided by LESSEE pursuant to this Lease will be allowed. The LESSOR shall



not unreasonably withhold its approval. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of LESSOR), LESSEE shall be responsible for paying on behalf of LESSOR (and any other person or organization LESSEE has, in this Lease, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

E. Waiver of Subrogation: Provided further that LESSEE shall cause to be inserted in any policy or policies of insurance acquired by them with regard to this Lease a so-called "waiver of subrogation" clause. LESSEE hereby waives, releases and discharges LESSOR, its agents and employees from all claims whatsoever arising out of loss, claim, expense or damage to or destruction covered by insurance arising out of this Lease notwithstanding that such loss, claim, expense or damage may have been caused by LESSOR, its agents and employees, and LESSEE agrees to look to the insurance coverage only in the event of such loss.

9. **MAINTENANCE.** LESSEE shall maintain the interior and exterior of all buildings, and other improvements, including but not limited to the roof and structural elements to be constructed and located and operated on the Premises as well as the grounds, lawn and landscaping (including mowing, edging, trimming of hedges and shrubs, trees and other plants, and weed control), in such a manner that at the end of the term, the Premises shall be returned to LESSOR in good, clean and serviceable condition, subject to ordinary wear and tear a reasonable person would expect to occur over the life of the Lease and subject to LESSOR's ability within LESSOR's sole discretion to require LESSEE at its expense to remove part or all improvements from the

Premises at the end of the Lease as more particularly set forth in Section 23 of this Lease. If LESSEE fails to perform its maintenance obligations as identified herein properly, LESSOR may give written notice of such deficiencies to LESSEE, specifying a reasonable time within which repairs or other corrections are to be made, and if LESSEE fails to act within the time specified, LESSOR may make all repairs or do other work it deems necessary to alleviate LESSEE'S failure to maintain, and charge the reasonable costs and expenses (including attorney's fees) thereof to LESSEE as additional rent hereunder, to be payable thirty (30) calendar days after demand.

10. **FIRE EQUIPMENT.** LESSEE shall provide and maintain, at LESSEE'S sole expense, approved fire protection devices in accordance with any FAA and City of Winter Haven fire safety codes and requirements, and the requirements imposed by the Fire Marshall for LESSEE'S particular use of the Premises. Proof of said compliance and regular inspections shall be provided to LESSOR at least annually.

11. **ENTRY AND INSPECTION.** At any reasonable time, LESSOR may enter the leased Premises through a designated agent and conduct an inspection to determine if LESSEE is complying with the terms of this Lease. In addition to the remedies and relief LESSOR may seek as provided in Section 9 of this Lease, if such inspection reveals material deficiencies, LESSOR shall notify LESSEE in writing of same and provide a reasonable time to remedy. If LESSEE fails to remedy within the times provided, LESSOR may, but shall not be obligated to, make such remedy, or take any other action, as may be necessary to bring LESSEE into compliance, and recover the reasonable costs and expenses (including attorney's fees) thereof from LESSEE, in which case the costs, expenses and



attorney's fees shall be considered additional rent due in thirty (30) calendar days from LESSEE;

LESSOR may show the Premises to prospective LESSEE'S during the 90 days prior to termination of this Lease, during business hours after reasonable notice to LESSEE.

12. **ADDITIONAL RENT.** All items detailed as additional rent which LESSEE is required by this Lease to pay, together with all interest and penalties therein which may accrue in the event LESSEE fails to pay such amounts, and all damages, reasonable costs and expenses (including attorney's fees) 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. **IMPROVEMENTS AND ALTERATIONS.** No improvements or alternations to the Premises that require a permit 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 work as more specifically addressed in this Section below. LESSOR may require LESSEE to remove any unauthorized signs, alterations, or improvements, and to return the Premises to their original condition, and if LESSEE fails or refuses to do so, after a reasonable period of time following notice, which shall not exceed thirty (30) calendar days then LESSOR may have the necessary work done and assess the costs and expenses (including attorney's fees) against LESSEE, to be paid thirty

(30) calendar days after the later of completion of the necessary work or the demand notice date.

All work including but not limited to all proposed construction as depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference must conform to applicable codes and be performed by licensed and bonded contractors. All required building permits, plus if applicable to LESSEE, legally required statutory performance and payment bonds as required for all public projects in Florida shall be secured as more specifically addressed in this Section below. At the end of the term or upon any earlier termination of this Lease, all alterations and improvements on the Premises, not including trade fixtures, tangible personal property, machinery and equipment, shall become the property of LESSOR and shall not be removed by LESSEE.

The Premises are vacant as of the date the term commences. One of the purposes of this Lease is to permit LESSEE to design, permit and construct improvements on the Premises and property adjacent to the Premises as more particularly described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference. LESSEE shall bear full responsibility, financial and otherwise, for all aspects of design, permitting and construction for these improvements, including but not limited to engineering, rezoning, site planning, landscape plans, obtaining building permits, and obtaining any necessary permits from the Southwest Florida Water Management District and other agencies as well as obtaining and posting performance and payment bonds, and for hookup fees and service lines for water, re-use water (if available), sewer, electric and other utilities. In addition to the foregoing, the LESSEE shall be required to demonstrate to the LESSOR'S reasonable satisfaction



prior to the issuance of any permits for construction of improvements that LESSEE has sufficient funds available to fully complete the construction of all improvements.

The construction of the improvements depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference is subject to final site plan review and approval by LESSOR in accordance with LESSOR'S established practices, policies, rules and regulations regarding review of development matters and LESSEE being able to meet applicable codes and setbacks for structures of this size. LESSOR agrees to promptly review any and all submittals by LESSEE regarding the design, permitting, and construction of improvements on and off of the Premises in accordance with LESSOR'S established practices, policies, rules and regulations regarding review of development matters. Construction of the improvements, and related infrastructure described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference shall be completed, and a certificate of occupancy or its functional equivalent for all such improvements be issued, not later than forty-eight (48) months following the date this Lease is given final approval by the Winter Haven City Commission. If a certificate of occupancy or its functional equivalent for the improvements and related infrastructure described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated by reference is not issued within forty-eight (48) months following the date this Lease is given final approval by the Winter Haven City Commission, then this Lease shall automatically terminate and LESSEE shall surrender possession of the Premises to LESSOR within thirty (30) calendar days from that date. In that event the LESSOR shall not be required to nor have any obligation to pay and/or reimburse LESSEE as set forth in Section 23 of this

Lease.

14. **LIENS.** The LESSEE shall not have the power or authority to subject the LESSOR'S interest in the 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 Premises to be released therefrom within five (5) business 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 materialman performing work or providing materials for the Premises, a waiver of lien whereby such person and/or entity specifies that he or she will not impose any lien or claim against the real property comprising the Premises by reason of the work done or materials provided. Any such work shall be done only under a written Agreement(s) and with the posting of sufficient payment and performance bonds with qualified entities and all Agreements and payment and performance bonds shall be submitted to LESSOR for written approval before work commences; such approval shall not be unreasonably withheld.

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 Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as LESSEE performs all the covenants and agreements of this Lease, LESSEE shall have quiet and undisturbed possession of the Premises.

C. LESSOR shall be responsible to maintain the improvements that are constructed on property adjacent to the Premises as more particularly described and



depicted on **Exhibit "C"** attached hereto and incorporated by reference.

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 Premises and found them to be fit for its intended 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 Premises or their suitability for LESSEE'S intended purposes.

B. LESSEE has assured itself that the zoning of the Premises will permit the intended use, will not violate any zoning or land use rules during occupancy, and will obtain and keep in force all licenses and permits required for the operation of LESSEE'S business at the 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 with all laws, rules and regulations now in force or hereafter enacted pertaining to any aspect of LESSEE'S business operations or other activities on the leased Premises.

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES OF ANY NATURE CONCERNING THE 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, and its appointed and elected officials, officers, employees, servants and agents and hold LESSOR and its appointed and elected officials, officers, employees, servants and agents harmless, from and against all suits, actions, claims, debts, demands, damages, losses and other reasonable expenses including but not limited to attorneys fees and costs of every kind and description which may be made against LESSOR, or LESSOR'S interest in the Premises, arising out of or in any way connected with this Lease or any operations necessary relating to the occupancy, maintenance, repair or improvement by the LESSEE and its use and occupation of the Premises.

The LESSEE shall also defend, indemnify and save harmless the LESSOR, and its appointed and elected officials, officers, employees, servants agents, guests and invitees, against any claim or liability, including attorney's fees, arising from or based upon the violation of any federal, state, county, or city law, by-law, ordinance, or regulation by LESSEE, its agents, guests, invitees, servants or employees.

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, together with reasonable costs and attorney's fees incurred by LESSOR in its defense of the proceeding.

These provisions shall survive the termination, cancellation and/or expiration 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) to create any obligation or liability of LESSOR for the acts, omissions or negligence of the LESSEE, or any third parties, 2) a waiver of the LESSOR'S sovereign immunity and 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, strict liability, statute, products liability, equity or any other legal cause of action, and 3) to create any obligation of LESSOR, contrary to applicable Florida law or administrative regulation, including without limitation, provisions regarding public records and open government. This provision shall survive the termination, cancellation and/or expiration of this Lease.

19. **DAMAGE BY LESSEE OR BY FIRE AND CASUALTY.** In the event the Premises are damaged or destroyed by fire or other casualty, LESSEE shall repair the damage and restore the 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 Premises. LESSOR shall allow LESSEE to use the proceeds from any policy of insurance (to be procured and maintained by LESSEE at LESSEE'S sole cost and expense) 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 complete the work utilizing other resources.

If the Premises are damaged by the intentional or negligent acts or omissions of LESSEE or any of its agents, servants, employees or guests, LESSEE shall be obligated to restore the Premises within a reasonable time at its expense and rent due hereunder shall not be abated. If LESSEE fails to do so, then after thirty (30) calendar days' notice to LESSEE, LESSOR may repair such damage and restore the Premises to their condition prior to the damage, 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 or guests. In this event LESSOR shall have no obligation to pay and/or reimburse LESSEE as set forth in Section 23 of this Lease.

20. **BANKRUPTCY, DISSOLUTION, ABANDONMENT OR CESSATION OF OPERATION.** This Lease shall be terminated immediately, without notice to LESSEE, in the event LESSEE becomes bankrupt, or files any proceeding 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 property; or if LESSEE makes an assignment for the benefit of creditors.

In the event the LESSEE is dissolved either voluntarily or involuntarily or the LESSEE ceases operating any authorized business on the Premises for ninety (90) consecutive calendar days; or LESSEE abandons the Premises for ninety (90) consecutive calendar days then this Lease shall be terminated upon thirty (30) calendar days' notice to LESSEE. In that event LESSOR shall have no obligation to pay and/or reimburse LESSEE as set forth in Section 23 of this Lease.



21. **NO WAIVER.** No failure by LESSOR to exercise any remedy available to it in the event of a breach of this Lease by 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 LESSEE. Acceptance of rent by LESSOR at any time when LESSEE is in default, including but not limited to acceptance of a partial payment of rent for a given month/months and/or year, 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 be taken as an estoppel against LESSOR, it being expressly understood that if LESSEE is in default and LESSOR accepts rent during the continuance of 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 material and substantial default by LESSEE, other than a failure to pay rent or additional rent, which default continues longer than thirty (30) calendar days after written notice to LESSEE by LESSOR demanding that the default be cured, LESSOR may terminate this Lease and resume possession of the Premises immediately, or at its option LESSOR may take such action and expend such sums as may be necessary and reasonable to cure the default, and recover the cost and expense (including attorney's fees) to cure from LESSEE as additional rent. The referenced thirty (30) calendar day period shall be extended for Force Majeure events as defined in Section 47 of this Lease which cause extensive or catastrophic damage which cannot reasonably be cured within thirty (30) calendar days; in said Force Majeure instances, LESSEE shall not be considered in default so long as LESSEE is



using commercially reasonable efforts to diligently cure and comply with the terms of this Lease.

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 retake possession of the Premises immediately, and recover from LESSEE the present value of the rent to have been paid by LESSEE over the remainder of the term computed using a discount rate of six percent (6%), or at its option LESSOR may elect to sue for each installment of rent as it falls due. In the event LESSOR elects to recover the present value of future rents, the rent for the remainder of the term shall be considered accelerated and due immediately upon notice being given to LESSEE. 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 shall have no right to reinstate this Lease, whether by payment of the arrearages or otherwise.

Upon termination of this Lease, LESSEE shall surrender the Premises peaceably to LESSOR immediately, and if LESSEE fails to do so it shall be deemed guilty of unlawful detainer of the Premises and be subject to remedies provided for that violation. This Lease shall be considered terminated immediately upon the giving to LESSEE by LESSOR of written notice of termination for material and substantial violations of the Lease.

In any event, in addition to recovery of possession, LESSOR shall also recover all additional rent, special damages, reasonable costs, and attorney's fees incurred by it as a result of the default by LESSEE.

Provided however if LESSOR terminates this Lease due to LESSEE'S defaults as set forth above shall, LESSOR shall have no obligation and/or requirement to pay and/or reimburse LESSEE for the value of any improvements as contemplated and/or set forth in Section 23 of this Lease.

23. **TERMINATION, EXPIRATION, OR CANCELLATION OF LEASE.** In the event of termination, expiration or cancellation of this Lease all of the improvements and fixtures constructed on the Premises shall remain in the ownership of LESSOR free and clear of any interests of the LESSEE. The LESSOR however reserves the right in LESSOR's sole discretion to require the LESSEE at the end of the Lease to remove part or all improvements from the Premises at the LESSEE's sole cost and expense. If LESSOR terminates this Lease after a certificate of occupancy or its functional equivalent is issued for the proposed improvements on the Premises as described and depicted on Exhibit "B" attached hereto and incorporated by reference but prior to fifty (50) years for any reason other than because of a material and substantial breach of this Lease by LESSEE that is not and/or cannot be cured or as a result of any willful or intentional acts by the LESSEE and/or by reason of LESSEE'S default as specifically identified in this Lease, then LESSOR shall compensate LESSEE for LESSEE'S investment in the Premises; said compensation shall be based on the total expense and cost of the design, permitting and construction of the improvements on the Premises made by LESSEE valued at the time of the issuance of the certificate of occupancy or its functional equivalent for the improvements on the Premises minus two percent (2%) (which is a Straight-Line depreciation) for each year elapsed following the issuance of a certificate of occupancy or its functional equivalent for the improvements on the Premises (or proportionate amount for any partial year).



24. **REMEDIES CUMULATIVE.** LESSOR'S remedies under this Lease are cumulative, and LESSOR shall have all remedies available to it as may be provided by applicable Florida law and no one remedy shall be exclusive, in law or equity, of any other rights which LESSOR may have, and the exercise of one right or remedy shall not impair LESSOR'S standing to exercise any other right or remedy.

25. **ARREARAGES.** Any amount of money owed 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 interest at the highest rate allowed by law 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, SUBLET, AND LEASE SPACE USE.** LESSEE shall not assign this Lease, sublet the Premises nor allow free lease space of any portion of the Premises, directly or indirectly, without the written consent of LESSOR, which shall not be unreasonably withheld.

27. **MEMORANDUM.** LESSOR or LESSEE 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 Premises.

28. **NO PLEDGE OF LESSOR'S INTERESTS.** The LESSEE agrees not to pledge LESSEE'S leasehold interest in the Premises as collateral for any obligations incurred by the LESSEE without first obtaining LESSOR'S written consent which shall not be unreasonably withheld. LESSOR shall not subordinate its interest in the Premises to any such security holder under any circumstances whatsoever.

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 Premises or claim any interest superior thereto.

30. **COSTS AND FEES.** In the event it is necessary for LESSOR to employ counsel to enforce the obligations of LESSEE hereunder, the LESSEE shall reimburse LESSOR for reasonable attorney's fees so incurred, whether or not suit is filed; and 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, in addition to any other relief granted.

31. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be filed exclusively in the State Courts in and for Polk County, Florida.

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) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either

the LESSOR and/or LESSEE, in writing from time to time, to the following persons and addresses:

To the LESSEE:  
Phillip J. Lockwood, Chairman  
SPA Foundation, Inc.  
3501 Lakeview Drive  
Sebring, FL 33870

With copies to:  
*(which shall not constitute notice)*

Cynthia Crofoot Rignanese,  
Esquire  
Law Offices J. Kelly Kennedy  
198 First Street South  
Winter Haven, FL 33880

Steve McCaughey, Executive Director  
SPA Foundation, Inc.  
3859 Laird Boulevard  
Lakeland, FL 33811

Harry Shannon, Treasurer  
SPA Foundation, Inc.  
7209 Crystal Beach Road  
Winter Haven, FL 33880

To the LESSOR:  
City Manager  
City of Winter Haven  
451 3<sup>rd</sup> 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

Each party shall be responsible for notifying the other party of any change in their address.

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.

35. **LESSEE CONTINGENCIES**. LESSEE'S obligations under this Lease shall be contingent upon the following:

A. LESSEE'S ability to raise all funds required for design, permitting and construction of improvements as depicted and described on **Exhibits "B" and "C"** attached hereto and incorporated by reference as required herein within twenty-four (24) months of the effective date of the Lease; and

B. LESSEE's receipt of all permits and approvals required for the design, permitting and construction of the improvements as described and depicted on **Exhibits "B" and "C"** attached hereto and incorporated herein on or before thirty-six (36) months of the effective date of this Lease.

In the event these contingencies are not met then this Lease shall automatically terminate and LESSEE shall immediately vacate the Premises. Provided however that termination by LESSOR of this Lease due to LESSEE'S failure to meet the contingencies as set forth above shall not obligate and/or require the LESSOR to pay and/or reimburse LESSEE for the value of any improvements as contemplated in Section 23 of this Lease.

36. **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 assigns.

37. **CONDEMNATION**. In the event all or any portion of any improvements on the Premises are taken by eminent domain, or are



conveyed under threat of such proceedings, both the LESSOR and the LESSEE shall be entitled to just and adequate compensation from the condemning authority. LESSEE'S compensable matters shall include, but shall not be limited to, business damages, improvements by LESSEE under this Lease, fixtures, and tangible personal property. LESSEE does not assign to LESSOR any interest LESSEE may have in such award. 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 Premises at its own expense, and keep this Lease in force; any repair and restoration shall be adequate to serve LESSEE'S specific purpose as a Seaplane facility. A termination of this Lease as a result of the Premises being taken by eminent domain shall not obligate and/or require the LESSOR to pay and/or reimburse LESSEE for the value of any improvements as contemplated in Section 23 of this Lease.

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

39. **RULES AND REGULATIONS.**

(a) The LESSOR has appointed an Airport Director for the Airport, and the LESSOR reserves the right for the said Airport Director or his duly authorized agent to enter the Premises during regular business hours for the purpose of performing inspections considered necessary by the Airport Director.

(b) The LESSEE 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; LESSOR shall promptly notify LESSEE of any amendment or additional rules and regulations. A copy of

the LESSOR's MOS is attached hereto as Exhibit "D" and incorporated herein by reference. To the extent of any inconsistencies between the terms of this Lease and the MOS the terms of this Lease shall control.

(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 which constitutes the leased 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.

(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 interests of the LESSEE hereunder, 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. Any development or improvement by LESSOR shall not unduly hinder or restrict access from the Premises to the facilities described and depicted on **Exhibit "C"** attached hereto and incorporated by reference.

(e) The LESSEE agrees for itself, its successors and assigns, to prevent any use of the heretofore described real property and Premises which would materially interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

(f) The LESSEE agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the heretofore described real property which constitutes the leased Premises to such a



height so as to comply with Federal Aviation Regulations, Part 77 or as amended by F.A.A.

(g) This Lease shall be subordinate to the provisions of any existing or future agreement entered into between the City of Winter Haven and the United States 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 all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed 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.

40. **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.

41. **NONDISCRIMINATION PROVISIONS.**

(a) The LESSEE, for itself, its successors in interest, and assigns, 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, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to, discrimination in the use of said facilities;

(2) That in the construction of any improvements on, over, or under such real property heretofor described and which constitutes the leased Premises and the furnishing of services thereon, no person on the



grounds of race, color or national origin, 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 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.

(b) In the event of breach of any of the above nondiscrimination covenants, such a breach shall be considered a material and substantial default under this Lease and the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said 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, are followed and completed, including exercise or expiration of appeal of rights. Provided further in the event this Lease is terminated as a result of the foregoing then the LESSOR shall not be obligated and/or required to pay and/or reimburse LESSEE as set forth in Section 23 of this Lease.

(c) LESSEE 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 and substantial breach thereof and in the event of such noncompliance 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. Provided further in the event this Lease is terminated as a result of the foregoing then the LESSOR shall not be obligated and/or required to pay and/or reimburse LESSEE as set forth in Section 23 of this Lease.

(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 Premises herein leased.

42. **ADA COMPLIANCE**. If during the term any alterations or improvements to the Premises are required in order to comply with the Americans With Disabilities Act, such improvements shall be the responsibility of the LESSEE. The LESSEE shall observe and comply with all requirements of the ADA in all of its activities at the Premises and shall hold the LESSOR harmless from any loss or damage (including court or administrative costs and reasonable attorney's fees) arising out of any violation of ADA by LESSEE in the 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 Premises by LESSEE.

43. **RADON GAS**. Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk 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.

44. **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 Premises, or of such portion thereof it may desire.

45. **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 be from time to time be determined by the LESSOR in its sole discretion. LESSEE agrees not to use the 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 and invitees 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.

46. **STORM WATER 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.

47. **FORCE MAJEURE.** Neither party shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes,



lockouts, work slowdowns or stoppages, inclement weather, and (2) acts of God. Neither party shall be liable for damages arising out of any such delay, nor shall either party be deemed to be in breach of this Lease as a result thereof.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written. This Lease is executed in multiple copies, and each shall be deemed as an original.

**ATTEST:**

Vanessa Castillo  
City Clerk

**APPROVED AS TO FORM:**

Frederick J. Murphy Jr.  
Name: Frederick J. Murphy Jr.  
City Attorney, City of Winter Haven

**LESSOR:**

**CITY OF WINTER HAVEN, a Florida municipal corporation**

By: Brad Dantzler  
Name: Brad Dantzler  
Title: Mayor  
Date: July 11, 2016

**LESSEE:**

**SPA FOUNDATION, INC.,  
a Florida non-profit corporation**

By: Phillip J. Lockwood  
Phillip J. Lockwood, Chairman

(Corporate Seal)

Date: July 11, 2016

Thomas Justin Smith  
Witness to Lessee Thomas Justin Smith

Rafaela Veyl  
Witness to Lessee RAFAELA VEYL

## EXHIBIT "A"

# LEASE BOUNDARY DESCRIPTION

### SPA Foundation Inc. Tract West of Twenty-First Street NW

That part of Parcels ID  
# 26-28-07-000000-011010

That part described as:

**Commence** at the Southwest Corner of Hartridge Hills subdivision in Section 07, Township 28 South, Range 26 East, Winter Haven, Polk County, Florida, as recorded in Plat Book 79, Page 09 of the Public Records of Polk County, Florida; Thence North 02°55'02" East, 116± feet along the West Boundary of said Subdivision to a Point; Thence West, 65± feet to a point on the fence line of the Winter Haven Airport for the **Point of Beginning**; Thence South 02°55'02" West, 350± feet along said fence line; Thence West/Northwesterly, 250± feet; Thence North 02°55'02" East, 350± feet; Thence East/Southeasterly, 250-feet to the **Point of Beginning**.

An area containing: 87,477 sq. ft. more or less

Description based on coordinates provided by AVCON INC. and information obtained from Plat Book 79, Page 09 of the Public Records of Polk County and from Polk County Property Appraisers/GIS records.

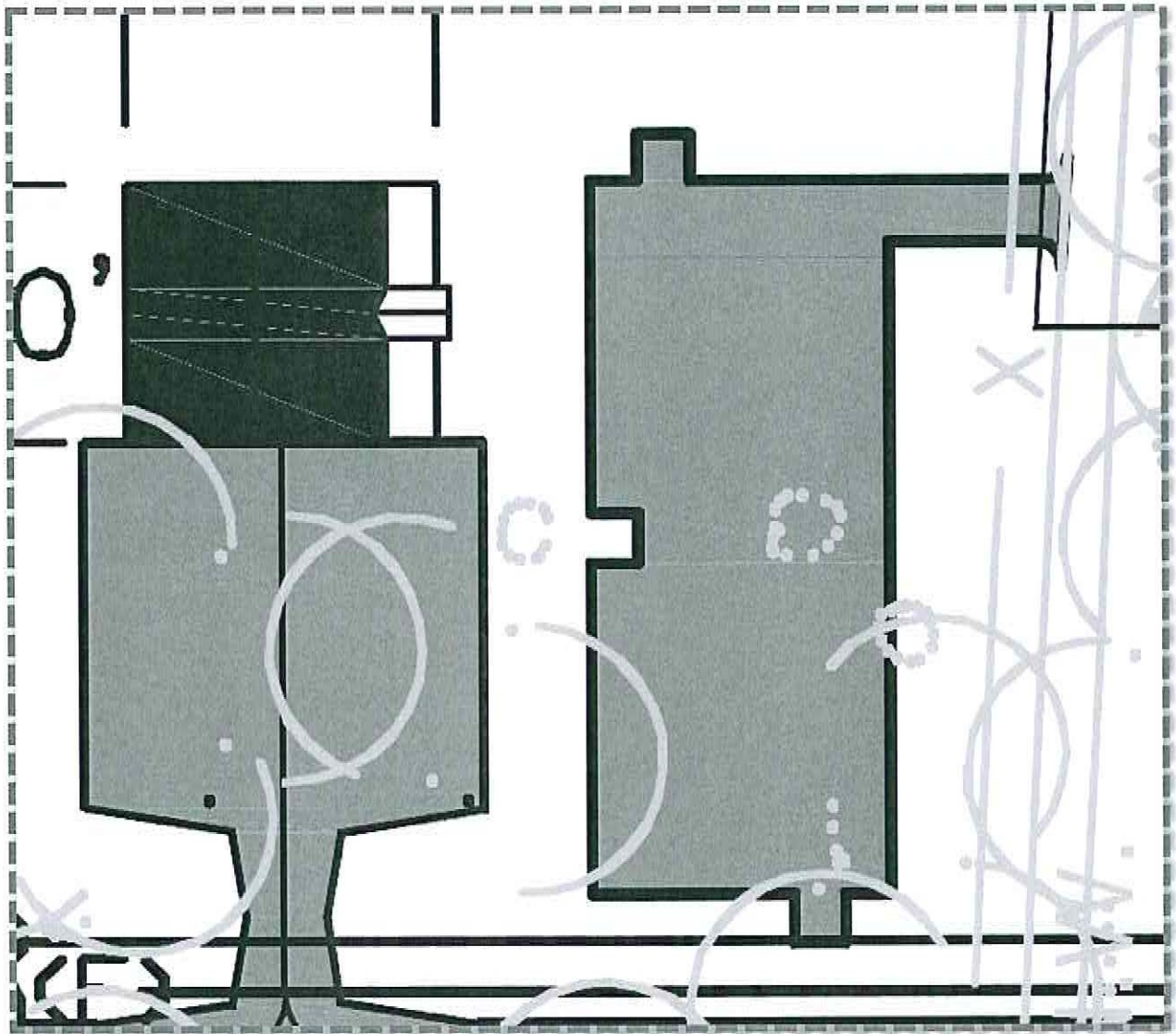
Prepared and reviewed by the Engineering Division of the City of Winter Haven (mm/jc)





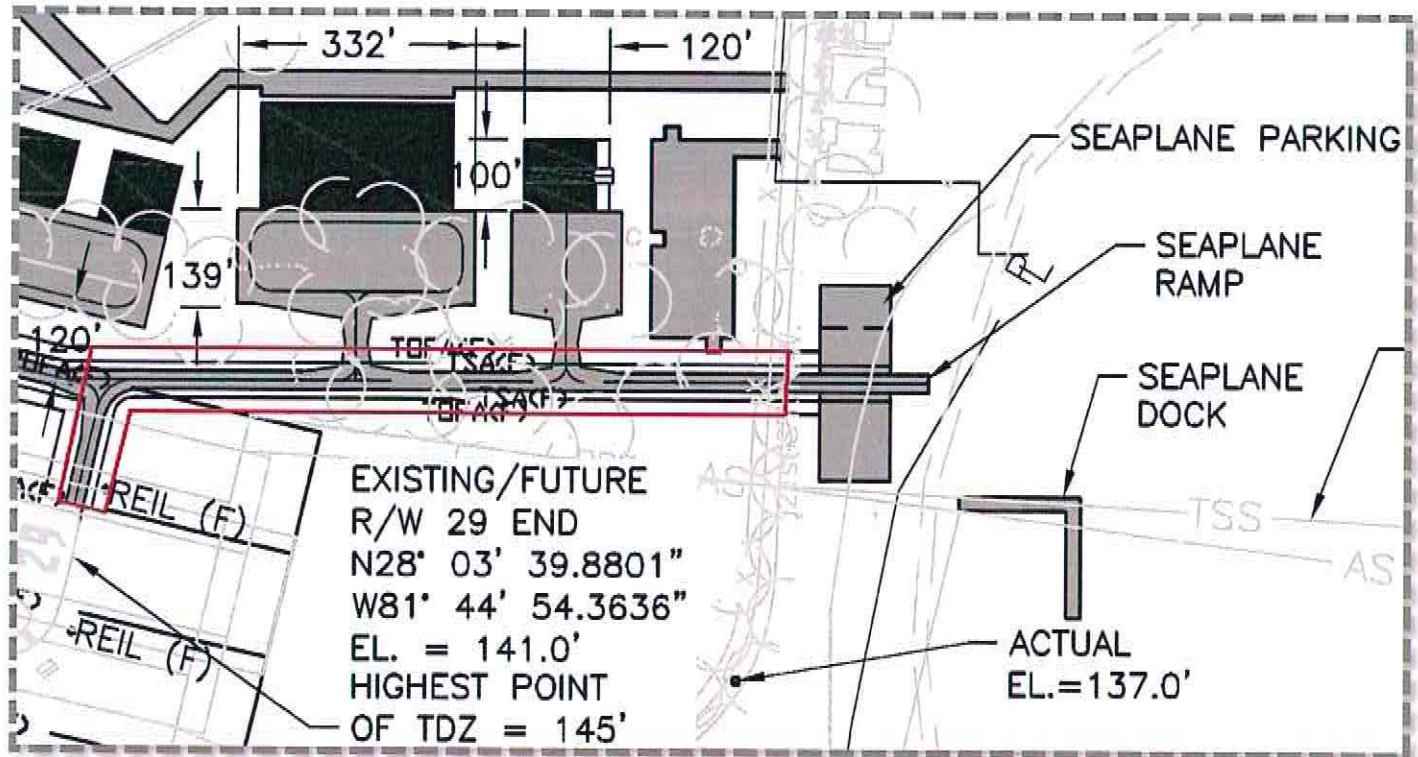


## EXHIBIT "B"



\*\*\* Contemplated Improvements include a 10,000 sq. ft. hangar, 2,000 sq. ft. in office spaces, a 10,000 sq. ft. aircraft apron, sufficient parking spaces, and a driveway. The above is a conceptual plan of the Contemplated Improvements which may change and is subject to site plan review and other requirements as more specifically set forth in the Lease. \*\*\*

## EXHIBIT "C"



### Lessor's Responsibilities:

New Taxiway Extension (within red line – to be available upon completion of the improvements illustrated on Exhibit "B")

### Lessee's Responsibilities:

1. Seaplane Base Design, Permitting, and Construction
2. Seaplane Base Improvements both on and off Leased Premises including:
  - a. Seaplane Ramp
  - b. Aircraft Apron (parking)
  - c. Seaplane Dock

Note: Potential Future Taxiway E Extension outside of red line upon availability of FAA and/or FDOT funds.



WINTER HAVEN MUNICIPAL AIRPORT - GILBERT FIELD

**MINIMUM OPERATING STANDARDS**

The standards established herein, as amended from time to time by the City, set forth the minimum operating standards to be met as a condition for the right to conduct any aeronautical activity or endeavor at the Airport. Lessee agrees that all aeronautical activities authorized under any Agreement will be performed in accordance with the minimum operating standards established herein. Existing and future tenants shall be subject to these standards at all times no matter when amended.

These standards are administered by the City of Winter Haven and those contracted by the City for day to day airport operations oversight.

**A. Definitions**

1. **Airport**. Shall mean the Winter Haven Municipal Airport - Gilbert Field, operated by the City of Winter Haven, Florida.

2. **Agreement**. Shall mean the Lease and Operating Agreement.

3. **Fixed Base Operator (FBO)**. Shall mean any person, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport, for the purpose of conducting one or more aeronautical activity, and at a minimum, conducting Type 1 Aviation Petroleum and Ramp Services.

4. **Commercial Operator**. Shall mean any person, firm, general or limited partnership, corporation, trust or association making application for, leasing or using any land or facility at the Airport, for the purpose of conducting one or more aeronautical activity, with the exception of Type 1 Aviation Petroleum and Ramp Services.

5. **Lessor** – Shall mean the City of Winter Haven.

6. **Lessee** – Shall mean the grantee of the lease under these provisions or its successors or assigns.

7. **Aeronautical Activity**. Shall mean any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for, the safety of such operations and shall include, but not by way of limitation, all activities commonly conducted at Airports, such as charter operations, pilot or mechanic training, aircraft rental, sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products (whether or not conducted in conjunction with other included activities), repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft, can appropriately be regarded as an "aeronautical activity."

8. **Master Plan**. Shall mean current Master Plan report and the scaled dimensional layout of the entire airport, indicating current and proposed usage for each identifiable segment as approved by the City of Winter Haven and the Federal Aviation Administration.



9. **City.** Shall mean the appointed officials and City Administration of the City of Winter Haven, Florida, vested with the specific authority to govern the activities of the Airport.

10. **Airport Tenant.** Shall mean any person, firm, or corporation leasing property or facilities at Winter Haven Municipal Airport - Gilbert Field who is not a Fixed Base Operator or a Commercial Operator.

11. **Air Operations Area.** Shall mean those portions of the Airport provided and made available by Lessor for aircraft and related operations, and shall include aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith which are not leased by Lessee or any other tenant at the Airport.

12. **Rules and Regulations.** Shall mean these Minimum Operating Standards and Federal Aviation Regulations (FARs), as well as any other rules and regulations promulgated governing operation of the airport.

13. **FAA** – Shall mean the Federal Aviation Administration and any rules and regulations imposed by the FAA for the operation of the airport to satisfy safety standards and funding requirements for eligible capital development.

**B. Special Restrictions on Airport Land and Facility Use**

No commercial operator shall be granted an exclusive right to conduct any aeronautical activity at the Airport. No commercial operator shall be permitted to use any land or conduct any aeronautical activity or solicit business unless such activity is conducted in accordance with these standards. No commercial operator shall initiate such activity until a lease is issued by the City or agreement is executed.

It is understood and agreed between the Lessee and Lessor that use of air operations areas shall be in common with others pursuant to the rules and regulations of the FAA.

**C. Requests to Conduct Aeronautical Activities**

Any commercial operator requesting permission to conduct activities at the airport shall submit, in a manner acceptable to the City, all information and material necessary to establish to the satisfaction of the City that the commercial operator will qualify and comply with these Minimum Standards. If requested by the City, the party seeking such permission shall provide the following information and documentation; together with such other information or documents as may be requested by the City.

1. The party's name, address and the proposed activity.
2. The names and qualifications of the personnel to be involved in conducting such activity and copies of FAA certificates held by each.
3. The financial responsibility and capability of the party to perform and provide the activity sought. The City shall be the sole judge of what constitutes adequate financial capacity.
4. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity.
5. The proposed date for commencement of the activity and term of conducting the same.
6. The specific types and amount of insurance proposed.
7. A list of references, including names, titles, addresses and telephone numbers, suitable for the City to inquire upon as to the past performance of the proposer, including quality of services, ability to meet schedules, and other information pertinent to the proposal.
8. A list of expectations for facility, property use, and any other accommodations by airport, City, tenants, or other parties associated with the airport.



**D. Requirements for All Proposed Aeronautical Activities**

Every commercial operator proposing to conduct aeronautical activities at the Airport shall satisfy the City that the following requirements can be met:

1. That such an operation has a history of management and personal ability in providing similar activities.
2. That such an operation has the financial capability to support the activity.
3. That such an operation has or can reasonably meet necessary requirements of the FAA or other authority governing the proposed activity.
4. That such an operation has or can furnish suitable insurance including liability insurance to protect and hold the City harmless from any liability in connection with the conduct of the proposed activity, and to include the City as named insured on all policies
5. That the controlling interest in the activity shall not be transferred to another party without written consent of the City.
6. That such an operation can safely function within the mix of other aeronautical activities at the airport, following operational procedures as approved by the City that promote integration and safety among all parties operating at the airport.

**E. Standard Requirements for all Aeronautical Activities**

In providing any of the required services or activities specified herein, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee shall furnish service on a fair, equal, and not unjustly discriminatory basis to all users of the Airport. Lessee shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
2. Lessee shall select and appoint a director of its operations at the Airport. The director shall be qualified and experienced and vested with the full power and authority to act in the name of Lessee with respect to the method, manner and conduct of the operation of the services to be provided by Agreement. The director shall be available at the Airport during normal business hours unless agreed to otherwise with the Lessor as part of this Agreement. During director's absence a duly authorized subordinate shall be in charge and available at the Airport. Regardless of hours of operation for the commercial activity, the director or duly authorized subordinate, must be able to be contacted in case of emergencies.
3. Lessee shall provide, at its sole expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by Agreement.
4. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of the Lessee to maintain close supervision over its employees to assure a high standard of service to customers of Lessee.
5. Lessee shall meet all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including licenses, taxes or permits required by law in the normal course of business. Lessee may, however, at its sole expense and cost, contest any tax, fee or assessment.



## Exhibit "D"

6. Lessee shall comply with all federal, state and local laws, standards set forth in the Airport Master Plan, and Airport rules, regulations and Minimum Operating Standards which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.

7. It is expressly understood and agreed that, in providing required or authorized services pursuant to the Agreement, Lessee shall have the right to choose its vendors and suppliers.

8. During the term of this Agreement, Lessee shall have the right at its expense, to place in or on the premises a sign or signs identifying Lessee. Said sign or signs shall be of size, shape and design and at a location or locations approved by Lessor in conformance with the Winter Haven Sign Ordinance. Lessor's approval shall not be withheld unreasonably. Notwithstanding any other provision of the Agreement, said sign(s) shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of the Agreement. The Premises shall not be used by Lessee for the placement or posting of any sign identifying any person, firm or entity other than Lessee.

9. It is not the intent of the Agreement to grant the Lessee the exclusive right to provide any or all of the services described herein at any time during the term of the Agreement. Lessor reserves the right, at its sole discretion, to grant others certain rights and privileges upon the Airport which are identical in part or in whole to those granted to Lessee. However, Lessor does covenant and agree that:

a. Lessor shall enforce without discrimination or partiality, all Minimum Operating Standards or requirements for all aeronautical endeavors and activities conducted at the Airport.

b. Any other operator of aeronautical endeavors or activities will not be permitted to operate at the Airport under rates, or terms and conditions which are more favorable than those set forth in the Agreement, except to the extent permitted by law; and

c. Lessor will not permit the conduct of any commercial aeronautical endeavor or activity at the Airport by any person, firm or corporation except under an approved lease and operating agreement.

### **F. Minimum Requirements for Specific Aeronautical Activities.**

The Lessor shall grant to Lessee the right and privilege to operate, conduct, and perform the following specifically enumerated services and accommodations, subject to the terms of the lease. Except as otherwise provided in any agreement with the City, persons offering specific aeronautical services to the public on the Airport shall be required to provide the following:

#### **Full Service Fixed Base Operator**

Persons engaging in Full Service fixed Base operations shall provide the following in addition to providing the services specified in Type 1 – Type 4 below.

#### **Type 1 – Aviation Petroleum and Ramp Services**

Except as otherwise provided in any agreement with the City, persons conducting aviation fuel and oil sales or service to the public on the Airport shall be required to provide the services



## Exhibit "D"

contained in this Type 1, plus at least one of the additional services presented in this section Minimum Requirements for Specific Aeronautical Activities, Type 2 – Type 12 below.

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, aircraft parking, paved ramp area, employee parking and customer parking.

2. **Buildings.** A leased or constructed building(s) to serve as a General Aviation Terminal which will provide suitable square feet of properly lighted space to perform work, office space, storage, a public waiting area that includes indoor restroom facilities, restaurant or appropriate vending machines and a public use telephone; and adequate square feet of conventional hangar space for aircraft storage.

3. **Paved Ramp.** A leased or constructed paved ramp area of suitable square feet for aircraft tie down, fueling and ramp service.

4. **Personnel.** At least two (2) full-time employees properly trained in aircraft fueling and ramp safety procedures. The number of full-time employees may be reduced to one (1) where services under this activity are limited to self serve fueling.

5. **Services.** Aircraft ground guidance within the uncontrolled areas adjacent to the premises, and ramp service, including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products;

Apron servicing of and assistance to aircraft, including itinerant parking, storage, and tie-down service for both based and itinerant aircraft upon or within facilities leased to Lessee or aircraft parking areas designated by Lessor and described in the Agreement;

Customary accommodations for the convenience of users, including passenger and pilot lounge areas, information services and telephone service connections to the Flight Service Station and/or the United States Weather Bureau, pilot accessories, appropriate vending machines; and access to rental car services;

An "on-call" arrangement with an outside contractor to provide equipment and trained personnel capable of removing disabled aircraft with a maximum gross weight of 12,500 pounds or less from the Air Operations Area;

An adequate number (at least one of each) of fire extinguishers, aircraft tugs, ground power starter units, oxygen and nitrogen tanks, lavatory carts, and auxiliary power units to meet Airport user requirements

The City of Winter Haven is the sole licensed UNICOM operator and use of the UNICOM is for Airport advisory and information services only. Accordingly, all UNICOM use is subject to approval and control of Lessor. Lessees can have and use UNICOM for information purposes only. Lessees use is to be without prejudice or unfair competitive advantage to other Lessees at the Winter Haven Airport; and

Other services, including aircraft grooming, on-airport transportation for crews and passengers, and minor repairs and services not requiring a certificated mechanic.

6. **Fuel Facilities and Fuel Supply.** At least two (2) metered and filter-equipped dispensers, fixed and/or mobile, for dispensing 100-octane aviation and jet fuels from storage tanks having a minimum capacity of 10,000 gallons each. Mobile dispensing equipment shall have a total capacity of at least 500 gallons for each grade and/or type of fuel. Twenty-four hour self-serve fuel systems may be permitted; provided that all other applicable operating



## Exhibit "D"

standards are met, and there is at least one (1) metered and filter-equipped dispenser, for dispensing 100-octane aviation fuel, from a storage tank having a minimum capacity of 10,000 gallons. All equipment must conform to any applicable federal, state and local laws or regulations, and the Lessee must provide written certification from the equipment supplier of such compliance prior to installation.

Maintenance of pumping equipment meeting all applicable safety requirements with reliable metering, filtering and grounding devices subject to independent inspection and with a pumping efficiency capable of servicing aircraft of up to 60,000 pounds maximum gross weight. An adequate supply of 100-octane and jet fuel will be maintained at all times and Lessee will secure and maintain an on-going contract with a fuel supplier to ensure continuous supply of aviation and jet fuel

Except for self-serve facility minimum requirements, the requirements of the subsection may be modified based on the scope of Lessee's operations. Self-serve providers shall be responsible for ample lighting and access to the facility, and otherwise ensure that aircraft may be fueled in a safe and efficient manner.

7. **Hours of Operation.** The normal operating hours will be from 7 a.m. to 7 p.m., 7 days per week. Emergency "on call" service will be provided during off duty hours, and "on call" phone numbers will be clearly posted at any self-serve fuel facility.

8. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

### **RAMP SERVICES:**

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	\$1,000,000 occurrence/aggregate
Products/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Auto Liability (including non-owned and hired)	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

### **FUELING SERVICES:**

Premises and Operations Liability	\$3,000,000 occurrence/aggregate
Contractual Liability	\$3,000,000 occurrence/aggregate
Products/Completed Operations Liability	\$3,000,000 occurrence/aggregate
Auto Liability (including non-owned and hired)	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

### **Type 2 - Aircraft Maintenance and Repair**

Except as otherwise provided in any agreement with the City, persons offering aircraft maintenance and repair services to the public on the Airport shall provide:

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.



2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, and sufficient storage area for aircraft parts and equipment. In the case of airframe and/or engine repairs, sufficient hangar space to house any aircraft upon which such service is being performed. And suitable storage space for aircraft awaiting repair, maintenance or delivery.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of suitable square feet to provide temporary storage and parking of aircraft.

4. **Personnel.** At least two (2) employees, one being currently rated to perform airframe and/or power plant repair. At least one (1) of these employees must be appropriately rated to perform 100-hour and annual inspections.

5. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week and on call at all times

6. **Equipment.** Sufficient equipment, supplies and availability of parts to perform maintenance in accordance with manufacturers' recommendations and FAA requirements.

7. **Services.** Equipment and trained personnel to service aircraft of up to 12,500 pounds maximum gross weight.

An "on-call" arrangement with an outside contractor to provide equipment and trained personnel capable of removing disabled aircraft with a gross landing weight of 12,500 pounds or less from the Air Operations Area.

8. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Products/Completed Operations Liability	\$1,000,000 occurrence/aggregate
Hangar Keepers Liability	\$1,000,000 occurrence/aggregate

### **Type 3 - Flight Training**

Except as otherwise provided in any agreement with the City, persons offering flight training to the public on the Airport shall be required to provide:

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of adequate square feet suitable for storage and parking of aircraft.

## Exhibit "D"

4. **Personnel.** At least one (1) Certified Flight Instructor employed full-time plus additional part-time and/or on-call Certified Flight Instructors sufficient in number to meet service demands and currently certified by the Federal Aviation Administration, with appropriate ratings to provide ground instruction, private, commercial, instrument and multi-engine flight training in accordance with what has been advertised and agreed upon with the Lessor.

5. **Aircraft.** A total of at least two (2) aircraft - owned or leased in writing to the Lessee. All aircraft shall be equipped with instrumentation commensurate with the type of training to be conducted

6. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 7 days per week with exceptions based on demand and special customer or business needs

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Aircraft Liability, Including Passenger Liability	\$1,000,000 occurrence/aggregate

### **Type 4 - Aircraft Rental**

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of adequate square feet to provide for storage and parking of aircraft.

4. **Personnel.** At least one (1) Certified Flight Instructor employed or contracted to meet the requirements for aircraft checkout and a designated administrator for scheduling, review of renter credentials and general operational oversight.

5. **Aircraft.** A total of at least two (2) airworthy, properly equipped aircraft.

6. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5 p.m., 7 days per week with exceptions based on demand and special customer or business needs.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Aircraft Liability, Including Passenger Liability	\$1,000,000 occurrence/aggregate



**Type 5 - Aircraft Sales**

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities—and sufficient storage area for parts and equipment.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of adequate square feet suitable for storage, parking, and display of aircraft.

4. **Personnel.** At least one (1) commercial pilot with ratings appropriate for the types of aircraft to provide checkouts and demonstrations; dealers shall hold a dealership license or permit, if required.

5. **Dealerships.** It shall be at the discretion of the Lessee: (1) whether or not to be an authorized factory dealer; or (2) what manufacturer he chooses to represent. All aircraft dealers shall hold a dealership license or permit, in accordance with any federal, state, local laws, regulations, or rules.

6. **Aircraft.** A dealer of new aircraft shall have available or on-call at least one current model demonstrator, and shall provide for demonstrations of additional models of the manufacturer for which a dealership is held, if any. An adequate supply of parts and servicing facilities will also be provided to customers during aircraft and parts warranty period.

7. **Services.** Provision for adequate servicing of aircraft and associates during warranty periods of new aircraft.

8. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week, with exceptions based on demand and special customer or business needs.

9. **Insurance Coverage.** Obtain and maintain continuously in effect all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$500,000 occurrence/aggregate
Contractual Liability	Included Above
Product/Completed Operations Liability	\$500,000 occurrence/aggregate
Aircraft Liability, Including Passenger Liability	\$1,000,000 occurrence/aggregate
Hull Coverage	(To be determined at the sole discretion of Lessor based on the scope of Lessee's operations).
Contents Coverage on Inventory	(To be determined at the sole discretion of Lessor based on the scope of Lessee's operations.)

### **Type 6 - Air Taxi Commuter Airline Operations**

Lessees engaging in air taxi and/or commuter airline operations must be certified by the FAA under Federal Aviation Regulation Part 135 or Part 121 and registered with the Civil Aeronautics Board under the Economic Regulations of Part 298, and meet the following minimum standards.

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, pilot and passenger lounge, restaurant and/or appropriate vending machines, and telephone service to the Flight Service Station and/or the United States Weather Bureau.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of suitable square feet for parking and storage of aircraft.

4. **Personnel.** At least one (1) commercial and/or airline transport pilot employed full-time plus such additional pilots part-time and/or on-call sufficient in number to meet service demands, currently certificated by the FAA and appropriately rated to conduct the air taxi and/or commuter airline service offered.

5. **Aircraft.** A minimum of one (1) airplane seating four or more which is equipped for instrument flight. Beyond this minimum requirement, it shall be left to the discretion of the Lessee to provide the type, category, class, size and number of aircraft which will be owned or leased in writing to the Lessee, and will be airworthy and meet all requirements of the certificate held. Such aircraft shall be under the full operational control of the Lessee.

6. **Hours of Operation.** The normal operating hours will be from 7 a.m. to 7 p.m., 7 days per week, and all other times deemed appropriate by the Lessee. Lessee shall have at least one (1) qualified pilot on standby during off duty hours.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above

Aircraft Liability, Including Passenger Liability	\$1,000,000 occurrence/aggregate
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At the sole discretion of Lessor, higher limits may be required depending on aircraft size and scope of operation.

### **Type 7 - Mechanic Training**

Except as otherwise provided in any agreement with the City, persons offering mechanic training to the public on the Airport shall be required to provide:

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, employee parking, and customer parking.



2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities,

3. **Personnel.** At least one (1) Instructor with A&P rating, employed full-time plus additional part-time and/or on-call Instructors sufficient in number to meet service demands for mechanic instruction.

6. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week or as demand requires.

7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$500,000 occurrence/aggregate
Contractual Liability	Included Above

**Type 8 - Specialized Commercial Flight Services**

- a. Non-stop sightseeing flights that begin and end at the same airport within a 25 statute mile radius.
- b. Agricultural application
- c. Banner towing and aerial advertising
- d. Aerial photography and survey
- e. Fire fighting
- f. Power line or pipeline patrol
- g. Glider/Sailplane operations
- h. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.

3. **Personnel.** At least one (1) commercial pilot appropriately rated to conduct the specialized flight services offered.

4. **Aircraft.** At least one (1) aircraft capable of performing the specialized service offered, owned or leased in writing to the Lessee.

5. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5:00 p.m., 5 days per week, with exceptions based on demand and special customer or business needs.

6. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount as needed for:

Premises and Operations Liability  
Contractual Liability  
Product/Completed Operations  
Liability  
Aircraft Liability, Including Passenger  
Liability

Insurance limits to be determined at the sole discretion of Lessor, on a case by case basis and reasonably related to the activities to be conducted.

**Type 9 - Multiple Services**

1. **Land.** The leasehold for multiple activities shall contain the required square footage of land to provide space for specific use area requirements established for the service to be offered (specific use spaces need not be added where combination use can be reasonably and feasibly established), aircraft parking, paved ramp area, employee parking, and customer parking. However, a minimum leasehold area of suitable square feet will be required for multiple services.

2. **Buildings.** Lessee shall lease or construct a building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, a public use telephone, and sufficient storage area for parts and equipment.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of suitable square feet for parking and storage of aircraft.

4. **Personnel.** Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities, provided said personnel are rated and/or trained to carry out their assigned duties.

5. **Aircraft.** All requirements for aircraft for the specific activities to be engaged in must be provided; however, multiple uses can be made of all aircraft, except aerial applicator (agricultural) aircraft, to meet multiple service requirements. All aircraft must be owned or leased in writing to the Lessee and under the full operational control of the Lessee.

6. **Equipment.** All equipment specifically required for each activity must be provided.

7. **Services.** All services specifically required for each activity must be provided during the hours of operation.

8. **Hours of Operation.** The Lessee will adhere to the operating schedule as required for each activity.

9. **Insurance Coverage.** Lessee shall obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of the aggregation of individual insurance requirements for aeronautical services to be undertaken by a single operator with insurance limits selected at the sole discretion of Lessor on a case by case basis reasonably related to the services to be provided.



### **Type 10 - Flying Clubs**

Note: Flying Clubs involve aircraft having shared use and/or ownership by a group of individuals who operate under the guidelines of their club charter and rules. Except as otherwise provided in any agreement with the City, persons operating a flight club shall provide:

1. At least one single engine land aircraft and such additional types of aircraft as may be required to meet the provisions of the club's charter.
2. Adequate facilities or arrangements for storing, parking, servicing and repairing all its aircraft.
3. Customer lounge, restrooms and telephone facilities on Airport property. Such space may be used in conjunction with the space required for other services listed in this section.
1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, parking of aircraft, employee parking, and customer parking.
2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities
3. **Paved Ramp.** A leased or constructed paved ramp consisting of adequate square feet to provide for storage and parking of aircraft.
4. **Personnel.** At least one (1) designated administrator for scheduling, review of ~~renter~~ credentials and general operational oversight.
5. **Aircraft.** A total of at least one (1) aircraft.
6. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5 p.m., 7 days per week with exceptions based on demand and special customer or business needs.
7. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with total limits in an amount consisting of not less than:

Premises and Operations Liability	\$1,000,000 occurrence/aggregate
Contractual Liability	Included Above
Aircraft Liability, Including Passenger Liability	\$1,000,000 occurrence/aggregate

### **Type 11 - Airport Tenant**

1. **Land.** A leasehold area of land and buildings which shall be improved in accordance with applicable zoning ordinances and regulations pertaining to the Airport and the Airport Master Plan, as approved by the City and the Federal Aviation Administration.
2. **Restrictions.** Prohibited from engaging in any of the activities defined by Type I through Type 10 Minimum Requirements described herein, or any other aeronautical activity without approval of the City.

3. **Responsibility.** Be responsible that aircraft operated from the property leased or occupied by tenant are operated by personnel who hold appropriate and current Federal Aviation Administration Pilot Certificates and Medical Certificates, and that all activities (aeronautical and non-aeronautical) are conducted in accordance with all Federal, State, and local rules and regulations.

4. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with total limits as specifically described in the hangar/building lease agreement.

**Type 12 - Other Aeronautical Services**

Many types of aeronautical services may exist that are too varied to reasonably permit the establishment of specific minimum standards for each. When specific aeronautical services are proposed which do not fall within the categories listed in this document, such proposals will be evaluated on a case-by-case basis, taking into consideration the desires of the proponent, the needs of the airport, and the public demand for such service. Following are the general standards for operations at the airport:

1. **Land.** A leasehold area of suitable square feet to provide space for all buildings, temporary parking of aircraft, employee parking, and customer parking.

2. **Buildings.** A leased or constructed building(s) which will provide suitable square feet of properly lighted space to perform work, office space, storage, public waiting area that includes indoor restroom facilities, – and sufficient storage area for supplies, parts and equipment.

3. **Paved Ramp.** A leased or constructed paved ramp consisting of suitable square feet for parking and storage of aircraft.

4. **Personnel.** Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities, provided said personnel are properly certificated, rated and/or trained to carry out their assigned duties.

5. **Hours of Operation.** The normal operating hours will be from 8:00 a.m. to 5 p.m., 5 days per week with exceptions based on demand and special customer or business needs.

6. **Insurance Coverage.** Obtain and maintain continuously in effect at all times during the term of the Agreement, at Lessee's sole expense, insurance with limits in an amount consisting of not less than:

Premises and Operations Liability	\$500,000 occurrence/aggregate
Contractual Liability	Included Above

Insurance limits to be determined at the sole discretion of Lessor, on a case by case basis and reasonably related to the activities to be conducted.



# ent Payments

2.0%	Adjustments based on average CPI-U (estimated)	Land Market Value	\$	175,000.00
ite \$0.16	Initial Rent Rate (year 1)	Lease Rate Based on 8%	\$	14,000.00
rs 50	(30 years + 20 year option)	Sq. Ft. per Year	\$	0.16
ge 87500		Monthly Rate	\$	1,166.67

Seaplane Pilots Association (SPA)				
Year	Estimated Improvements to be given to the Airport by SPA	Land Lease (rent)	Lease Abatement	Amount Owed to the City
1	\$ 1,200,000.00	\$ 14,000.00	\$ 1,186,000.00	\$0.00
2		\$ 14,280.00	\$ 1,171,720.00	\$0.00
3		\$ 14,565.60	\$ 1,157,154.40	\$0.00
4		\$ 14,856.91	\$ 1,142,297.49	\$0.00
5		\$ 15,154.05	\$ 1,127,143.44	\$0.00
6		\$ 15,457.13	\$ 1,111,686.31	\$0.00
7		\$ 15,766.27	\$ 1,095,920.03	\$0.00
8		\$ 16,081.60	\$ 1,079,838.43	\$0.00
9		\$ 16,403.23	\$ 1,063,435.20	\$0.00
10		\$ 16,731.30	\$ 1,046,703.91	\$0.00
11		\$ 17,065.92	\$ 1,029,637.98	\$0.00
12		\$ 17,407.24	\$ 1,012,230.74	\$0.00
13		\$ 17,755.39	\$ 994,475.36	\$0.00
14		\$ 18,110.49	\$ 976,364.87	\$0.00
15		\$ 18,472.70	\$ 957,892.16	\$0.00
16		\$ 18,842.16	\$ 939,050.01	\$0.00
17		\$ 19,219.00	\$ 919,831.01	\$0.00
18		\$ 19,603.38	\$ 900,227.63	\$0.00
19		\$ 19,995.45	\$ 880,232.18	\$0.00
20		\$ 20,395.36	\$ 859,836.82	\$0.00
21		\$ 20,803.26	\$ 839,033.56	\$0.00
22		\$ 21,219.33	\$ 817,814.23	\$0.00
23		\$ 21,643.72	\$ 796,170.52	\$0.00
24		\$ 22,076.59	\$ 774,093.93	\$0.00
25		\$ 22,518.12	\$ 751,575.80	\$0.00
26		\$ 22,968.48	\$ 728,607.32	\$0.00
Seaplane Base Estimated Cost				\$ 1,200,000.00
Leasehold Value				\$ 1,184,111.62
Balance				\$ 15,888.38

Seaplane Pilots Association (SPA)				
Year	Estimated Improvements to	Land Lease (rent)	Lease Abatement	Amount Owed to the
27		\$ 23,427.85	\$ 705,179.47	\$0.00
28		\$ 23,896.41	\$ 681,283.06	\$0.00
29		\$ 24,374.34	\$ 656,908.72	\$0.00
30		\$ 24,861.83	\$ 632,046.89	\$0.00
1		\$ 25,359.06	\$ 606,687.83	\$0.00
2		\$ 25,866.24	\$ 580,821.59	\$0.00
3		\$ 26,383.57	\$ 554,438.02	\$0.00
4		\$ 26,911.24	\$ 527,526.78	\$0.00
5		\$ 27,449.46	\$ 500,077.31	\$0.00
6		\$ 27,998.45	\$ 472,078.86	\$0.00
7		\$ 28,558.42	\$ 443,520.44	\$0.00
8		\$ 29,129.59	\$ 414,390.85	\$0.00
9		\$ 29,712.18	\$ 384,678.66	\$0.00
10		\$ 30,306.43	\$ 354,372.24	\$0.00
11		\$ 30,912.56	\$ 323,459.68	\$0.00
12		\$ 31,530.81	\$ 291,928.87	\$0.00
13		\$ 32,161.42	\$ 259,767.45	\$0.00
14		\$ 32,804.65	\$ 226,962.80	\$0.00
15		\$ 33,460.74	\$ 193,502.06	\$0.00
16		\$ 34,129.96	\$ 159,372.10	\$0.00
17		\$ 34,812.56	\$ 124,559.54	\$0.00
18		\$ 35,508.81	\$ 89,050.73	\$0.00
19		\$ 36,218.99	\$ 52,831.74	\$0.00
20		\$ 36,943.37	\$ 15,888.38	\$0.00
50	Totals	\$ 1,184,111.62	\$ (15,888.38)	\$0.00



# **WINTER HAVEN**

## *The Chain of Lakes City*

### **CITY COMMISSION AGENDA REVIEW SESSION MINUTES**

**WEDNESDAY, JANUARY 23, 2019 at 6:30 P.M.**

Nora Mayo Hall - Florida Citrus Building

500 Third Street NW

Winter Haven, Florida 33881

**CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:30 p.m.

**ROLL CALL** – Vanessa Castillo, MMC, City Clerk

**Commissioners Present:** Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto, William Twyford and James “J.P.” Powell.

**Staff Present:** City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Financial Services Director Cal Bowen; Public Safety Director Charlie Bird; Chief Information Officer Hiep Nguyen; Growth Management Director Merle Bishop; and Parks, Recreation and Culture Director Travis Edwards.

### **CITY COMMISSION REGULAR MEETING AGENDA FOR JANUARY 28, 2019**

*(NOTE: items below correspond with the numbers from the agenda)*

Mayor Dantzler gave an overview of certain procedures for tonight’s meeting.

#### **4. PRESENTATION(S)**

##### **A. Zebra Longwing Butterfly Mascot Presentation - Mayor Brad Dantzler**

There were no questions or discussion.

##### **B. Report on Quiet Zones - Beth Evans, Penonni**

City Manager Herr gave an overview of this item and introduced Rich Butala, Vice President at Penonni, who would be giving the presentation in the absence of Ms. Evans.

Mr. Butala gave a PowerPoint presentation (*see attached*) and discussed slides in further detail.

Discussion ensued regarding crossings with gates, costs, phases, the City’s partnership with Polk County to look for funding, lack of funding from the Florida Department of Transportation (FDOT) for quiet zones, and no funding from CSX since quiet zones were being requested by the City and not a requirement.

Growth Management Director Bishop said that initially, the City should seek funding from the FDOT for quiet zones based on the program they funded previously. He also said staff had requested that the Commission authorize the City Manager to sign a Notice of Intent (NOI) to the Federal Rail Administration.

**There was consensus of the Commission to vote on this item, without the need for another presentation, at the January 28, 2019, Regular City Commission Meeting.**

Discussion ensued.

Jay Jarvis, P.E. (Professional Engineer) and Director of the Polk County Roads and Drainage Department, gave details as to what would need to be in place for the County to proceed on this item. He also noted he did not have a specific timeline at this time.

Discussion ensued.

**C. Winter Haven Regional Airport Developments / Projects - Alex Vacha, Airport Manager**

City Manager Herr introduced this item and congratulated Airport Manager Vacha for his excellent work. He also reported Airport Manager Vacha would be reporting to military duty soon.

Airport Director Vacha gave an overview of this item, gave a PowerPoint presentation (*see attached*) and discussed slides in further detail.

Discussion ensued about lighting and seaplanes. Commissioners wished Airport Director Vacha luck, thanked him for his service, and said they were looking forward to his return.

**D. Public Safety Neighborhood Initiative - Charles Bird, Director of Public Safety**

Mayor Dantzler noted this item would be presented at the Regular City Commission Meeting on Monday January 28, 2019.

**6. MINUTES**

**A. January 9, 2019 City Commission Agenda Review Session Minutes**

**B. January 14, 2019 Regular City Commission Meeting Minutes**

There were no questions or discussion.

**7. COMMENTS FROM THE AUDIENCE**

Mayor Dantzler explained that the public would be given the opportunity to make comments at the Regular City Commission Meeting on Monday.

**8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING**

**A. O-19-05 - Request by Spicers Inc. to rezone a parcel from Heavy Industrial (I-2) zoning district to Highway Commercial (C-3) zoning district (1518 7th Street, SW)**

City Manager Herr said there was no additional information to add.

There were no questions or discussion on this item.



**B. O-19-06 - Request by PB of Central Florida, agent for Gary W. Carnes and Charles M. Carnes, to rezone a parcel from Light Industrial (I-1) zoning district to Planned Unit Development (PUD) zoning district**

Commissioner Chichetto reported he had toured the existing facility at the [Kevin] Kitto property with City Manager Herr. He encouraged people to view this property and discussed *Section 21-374 - Procedures for obtaining Planned Unit Development (PUD) zoning designation* [found within the *Code of Ordinances – Chapter 21 Unified Land Development Code – Article VII. Development Approval Process – Division 4. Planned Unit Development (PUD)*]: [https://library.municode.com/fl/winter\\_haven/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_C\\_H21UNLADECO\\_ARTVIIDEAPPR\\_DIV4PLUNDEPU\\_S21-374PROBPLUNDEPUZODE](https://library.municode.com/fl/winter_haven/codes/code_of_ordinances?nodeId=PTIICOOR_C_H21UNLADECO_ARTVIIDEAPPR_DIV4PLUNDEPU_S21-374PROBPLUNDEPUZODE)], requesting a clarification of items 1-10, specifically items 2, 3, 5, 7, and 10 before the Regular City Commission Meeting on Monday. Growth Management Director Bishop explained the requirements and what was not typically required.

Mayor Dantzler asked if the PUD contemplated more sprinklers and if the City could enforce for dust. Growth Management Director said yes.

**9. CONSENT AGENDA**

**A. Library Board Reappointment of Jonathan Owen**

There were no questions or discussion on this item.

**B. Planning Advisory Services Agreement with the Central Florida Regional Planning Council**

There were no questions or discussion on this item.

**C. Authorize the City Manager to sign a Notice of Intent for the creation of a “quiet zone” to be submitted to the Federal Railroad Administration**

There were no questions or discussion on this item.

**D. Agreement with Florida Division of Emergency Service for receipt of FEMA Payments**

There were no questions or discussion on this item.

**E. Resolution R-19-07 - Request by NH Investments III, 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 Normandy Heights Phase 3A Subdivision**

There were no questions or discussion on this item.

**10. RESOLUTION(S)**

**A. Resolution R-19-04 - Authorizing the Acceptance of Public Right-of-way Dedication and Easement for Wastewater Utility Infrastructure from First Street North, LLC., a Florida Limited Liability Company**

City Manager Herr said there was no additional information to add.

There were no questions or discussion.

**B. Resolution R-19-05 - Authorizing the Acceptance of Public Right-of-way Dedication and Easement for Wastewater Utility Infrastructure from First Street North, LLC., a Florida Limited Liability Company**

City Manager Herr said there was no additional information to add.

There were no questions or discussion.

**C. Resolution R-19-06 - Approving and Adopting the 2018 Noise Study Prepared by AVCON, Inc. dated November 20, 2018 and related updates to the Airport Master Plan for the Winter Haven Regional Airport**

City Manager Herr said there was no additional information to add.

There were no questions or discussion.

**11. ORDINANCE(S) – FIRST READING**

City Attorney Murphy went over standards of conduct of the City Commission when acting in its legislative capacity and when acting in its quasi-judicial capacity including issues related to ex-parte communications, and conflicts of interest, in detail. He pointed out that there would be advertised public hearings for the transmittal of land use amendment ordinances as required by Section 163.3184 of the Florida Statutes for agenda items 11A, 11C, and 11F on Monday January 28, 2019. If approved the ordinances for those items would be transmitted to the Florida Department of Economic Opportunity (DEO) for review and comments. A second reading/adoption public hearing on those ordinances would occur at a later date - possibly late March/early April 2019. Ordinances for agenda items 11B, 11D, 11E, 11G, and 11H are assignment of and/or re-zoning matters, which a court would likely construe action of the City Commission to be acting in the exercise of its quasi-judicial capacity. On Monday January 28, 2019, the ordinance titles for those ordinances would be read for a first reading but the City Commission will not vote or take any action with respect to adopting or not adopting those ordinances. There would be subsequent second readings/advertised public hearings on those ordinances at a later date. The City Attorney reviewed the provisions of Florida law that address actual and possible conflicts of interest along with the procedural steps to take prior to a vote on any matter if a Commissioner determined he had a conflict of interest as recognized under Sections 112.311 through 112.3261 of the Florida Statutes (Code of Ethics for Public Officers and Employees). The City Attorney also reviewed the provisions of Section 286.012 of the Florida Statutes, which requires Commissioners to vote on a matter properly before them unless there is a conflict of interest under the aforementioned Code of Ethics. In the event of an actual conflict of interest, a Commissioner should abstain and not vote on that matter. If there is a possible conflict of interest or if the Commission is acting in its quasi-judicial capacity, and in order to promote and assure a fair proceeding free from potential bias or prejudice, the Commissioner may abstain and not vote on the matter. The City Attorney advised the Commission that if they were going to abstain from voting on a matter that each Commissioner should do three things: 1) Announce any conflict of interest that they may have; and 2) Abstain from voting on such item; and 3) Fill out *Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*, and give to City Clerk Castillo, so she may incorporate



into the minutes of the meeting when the vote on that item would occur. The City Attorney indicated that an analysis of whether there was a conflict of interest or potential bias or prejudice would be a factual determination on a case-by-case basis based on the specific facts presented. City Attorney Murphy also disclosed, for the record, that he had spoken with Commissioner Chichetto and indicated that based on Commissioner Chichetto's residence in the Hamilton Pointe residential subdivision and its proximity to the Schulz lands which are the subject of the ordinances and his active participation in opposing the Schulz land use and zoning matters that Commissioner Chichetto felt that he had a possible conflict of interest and further so as to assure a fair proceeding he would abstain from voting on items 11F and 11G and follow the protocols identified by the City Attorney prior to the vote. The City Attorney also disclosed that he had spoken with Mayor Dantzler and gave background information relating to Mayor Dantzler's contingent ownership as a Co-Trustee for his mother of unimproved property in the general vicinity of the Schulz property and Mayor Dantzler's appearance at a Polk County Board of County Commission public hearing in August, 2016 for a separate land use matter for Mr. Schulz where the Mayor spoke about hours of operation and noise for the outback oasis activities that Mr. Schulz conducted on some of the lands that are involved in the land use and zoning ordinances before the City Commission. Based on the specific facts the City Attorney related that Mayor Dantzler had determined that he did not have a conflict of interest nor would Mayor Dantzler have any bias or prejudice based on his previous actions in August 2016 and accordingly Mayor Dantzler would be voting on the matters at the appropriate times. The City Attorney said he would repeat these procedures at the Regular City Commission Meeting on Monday January 28, 2019.

**A. Ordinance O-19-01 - PUBLIC HEARING - Administrative request to assign Residential-Low Density Future Land Use to 53 annexed parcels**

City Manager Herr said there was no additional information to add and this was a companion ordinance to item 11B (Ordinance O-19-02).

There were no questions or discussion.

**B. Ordinance O-19-02 - Administrative request to assign Planned Unit Development (PUD) zoning district to 53 annexed parcels**

There were no questions or discussion on this item.

**C. Ordinance O-19-03 - PUBLIC HEARING - Request by John Schneider, agent for Four Rooks, LLC, to assign Residential-Low Density Future Land Use to two annexed parcels**

City Manager Herr said there was no additional information to add and this was a companion ordinance to item 11D (Ordinance O-19-04).

There were no questions or discussion.

**D. Ordinance O-19-04 Request by John Schneider, agent for Four Rooks, LLC, to assign Planned Unit Development (PUD) zoning district two annexed parcels**

There were no questions or discussion on this item.

**E. Ordinance O-19-07 - Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56**

City Attorney Murphy noted this was a rezoning item and there was no additional information to add.

There were no questions or discussion.

**F. Ordinance O-19-08 - PUBLIC HEARING - Request by Paul William Schulz to assign Residential-Low Density and Neighborhood Activity Center Future Land Uses to four annexed parcels**

Mayor Dantzler read a statement aloud on detailed procedures for the items related to the Schulz property as well as a statement disclosing his role as a Co-Trustee of lands in the vicinity and appearance at the August 2016 hearing in front of the Polk County Board of County Commission.

There were no questions or discussion.

**G. Ordinance O-19-09 - Request by Paul William Schulz to assign Planned Unit Development (PUD) zoning district to four annexed parcels**

City Attorney Murphy said he had no additional information to add. City Manager Herr gave an overview of this item and noted City staff met with the applicant and they had been considerate to “facilitate versus regulate”. He also reported he toured the property with Commissioner Chichetto and brought back information to staff.

Growth Management Director Bishop gave an overview of Ordinance O-19-09 and discussed what had changed since the [January 3, 2019], Planning Commission Meeting.

Discussion ensued.

City Attorney Murphy reminded the Commission to forward any emails or documentation that they had received and read related to the Schulz property matters on the agenda to City Clerk Castillo to be incorporated into the meeting minutes and announce any communications regarding these matters they may have had prior to the advertised public hearings so that all such communications would be fully disclosed before the adoption vote.

**H. Ordinance O-19-10 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels**

City Manager Herr gave an overview of this item.

City Attorney Murphy reported he and staff worked closely with Airport Manager Vacha, the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) to ensure that compliance with the Winter Haven Regional Airport Master Plan as updated and FAA Grant Assurances as well as items related thereto was achieved. He noted item 10C [Resolution R-19-06 - Approving and Adopting the 2018 Noise Study Prepared by AVCON, Inc. dated November 20, 2018 and related updates to the Airport Master Plan for the Winter Haven Regional Airport] was an update to the Airport Master Plan to establish current noise contours for the Airport, which had been accepted and approved by the FAA. The City Attorney also indicated that the Joint Polk County Airport Zoning Regulations had been reviewed for compliance. Finally, the City Attorney explained that Hanson Engineering, one of the Airport’s consulting engineers, had recommended



requiring a Conveyance and Release document from the property owner, which provided among other things an avigation easement over the lands subject to the PUD ordinance in favor of the City. A specific condition was recommended to be added to the PUD ordinance conditions relating to this matter. In addition, a form Conveyance and Release document would be provided as back up to the City Commission in the agenda prior to Monday January 28, 2019.

Commissioner Chichetto inquired if the land use amendment ordinance that had been previously transmitted had come back from Tallahassee. City Attorney Murphy responded it had already been transmitted to the DEO (pursuant to the City Commission's previous approval to transmit given at a transmittal public hearing in 2018) for review and had been returned to the City with no comments and that a second reading/advertised public hearing on the adoption of the land use amendment ordinance would be scheduled at the same time as the second reading/advertised public hearing for Ordinance O-19-10, which is the companion ordinance assigning zoning. Growth Management Director Bishop clarified this process and discussed the noise study and noise contours.

Discussion ensued.



Commissioner Twyford asked if the Canal Commission (Lake Regional Lakes Management District) had been given the opportunity to weigh in on item 8B [O-19-06 - Request by PB of Central Florida, agent for Gary W. Carnes and Charles M. Carnes, to rezone a parcel from Light Industrial (I-1) zoning district to Planned Unit Development (PUD) zoning district] since the property was next to a canal. Growth Management Director said they had not, but staff would contact them.

12. **NEW BUSINESS** - None
13. **CITY COMMISSION/LIAISON REPORTS** - None
14. **CITY ATTORNEY REPORT** - None
15. **CITY MANAGER REPORT**- None
16. **ASSISTANT CITY MANAGER REPORT** - None
17. **CITY CLERK REPORT** - None
18. **DEVELOPMENTS OF NOTE** - None
19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None
20. **ADJOURNMENT** – 8:23 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

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Vanessa Castillo, MMC  
City Clerk

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Brad Dantzler  
Mayor-Commissioner



PARTNERS FOR WHAT'S POSSIBLE



# CITY OF WINTER HAVEN CITY COMMISSION

## Quiet Zone Feasibility Report Summary

1.9.19



# QUIET ZONE FRA REGULATIONS OVERVIEW

## Basic Requirements

- ◆ QZs must maintain a minimum level of safety at each crossing in the absence of train horns
- ◆ The FRA Calculator is used to assess risks using various risk factors
- ◆ The QZRI must be below the NSRT or the RIWH (preferred) to qualify the QZ
- ◆ If the QZRI is not below the NSRT or the RIWH, SSMs must be introduced at selected crossings to reduce the risk
- ◆ New QZs must be minimum ½-mile in length
- ◆ Crossings with less than ¼-mile separation must be included in a single QZ
- ◆ New QZs must have flashing lights and gates, CWT, signage, and markings (at a minimum) at all public crossings

## Terms & Definitions

- ◆ FRA: Federal Railroad Administration
- ◆ QZ: Quiet Zone
- ◆ QZRI: Quiet Zone Risk Index – represents the average risk for all public highway-rail crossings in the selected QZ
- ◆ NSRT: National Significant Risk Threshold – represents the level of risk calculated annually by averaging the risk at all public highway-rail grade crossings within the US where train horns are routinely sounded
- ◆ RIWH: Risk Index with Horns – represents the average risk for public highway-rail crossings within the proposed QZ when the horns are sounded
- ◆ SSM: Supplemental Safety Measures – 14 crossing improvements that reduce the risk of a QZ at that crossing
- ◆ CWT: Constant Warning Time – crossing device that communicates with oncoming trains

## EXAMPLE OF SSM #4 – UPGRADE TO FOUR-QUAD GATES



## EXAMPLE OF SSM #13 – NON-TRAVERSABLE MEDIANS





# QUIET ZONE 1

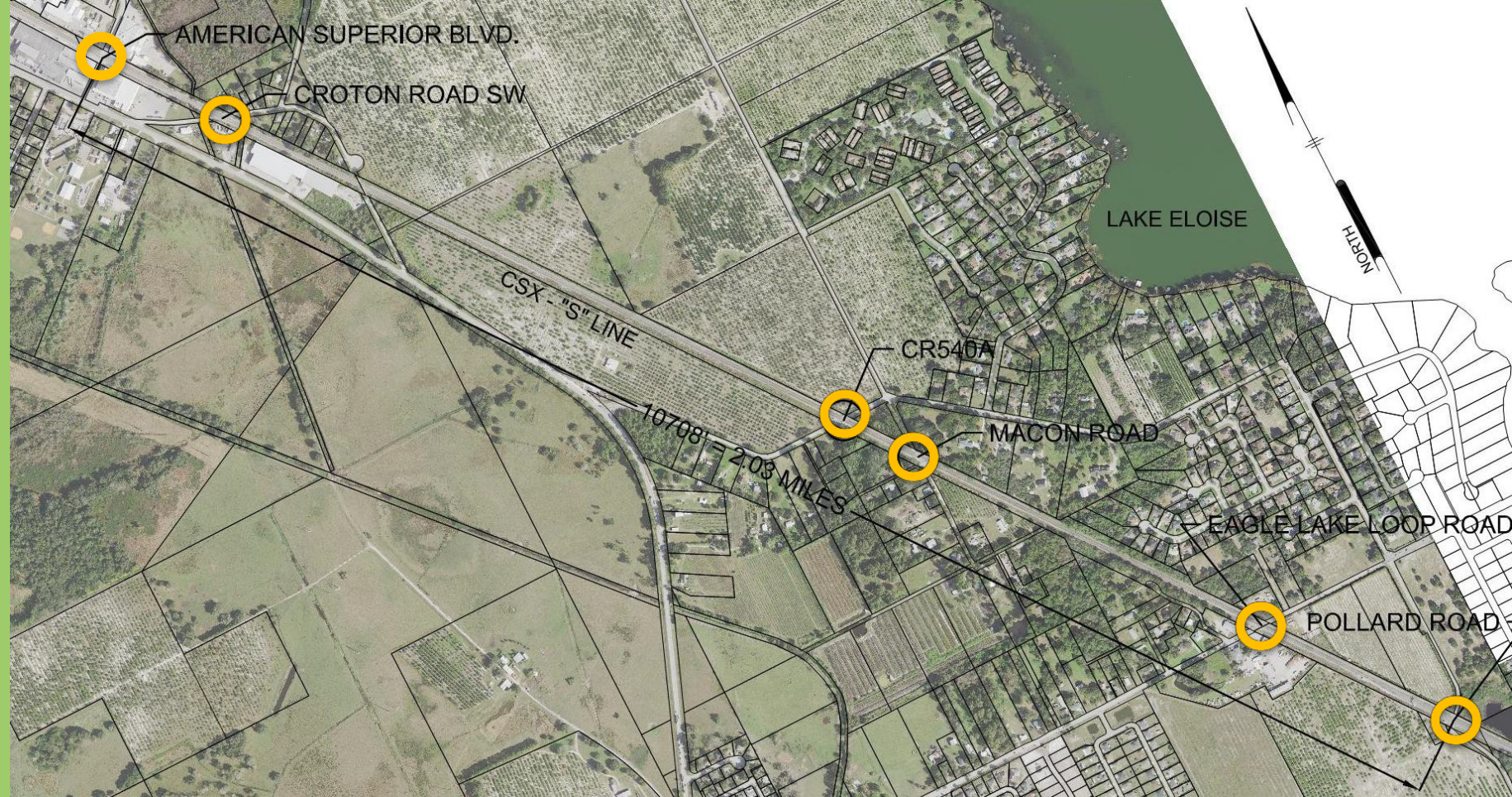
- Coleman Road (County)
- 24<sup>th</sup> Street SW (County)
- 21<sup>st</sup> Street SW (City)
- 15<sup>th</sup> Street SW (City)
- N Lake Shipp Drive (City)





# QUIET ZONE 2

- American Superior Boulevard (County)
- Croton Road (County)
- CR 540A (County)
- Macon Road (County)
- Eagle Lake Loop Road (County)
- Pollard Road (County)

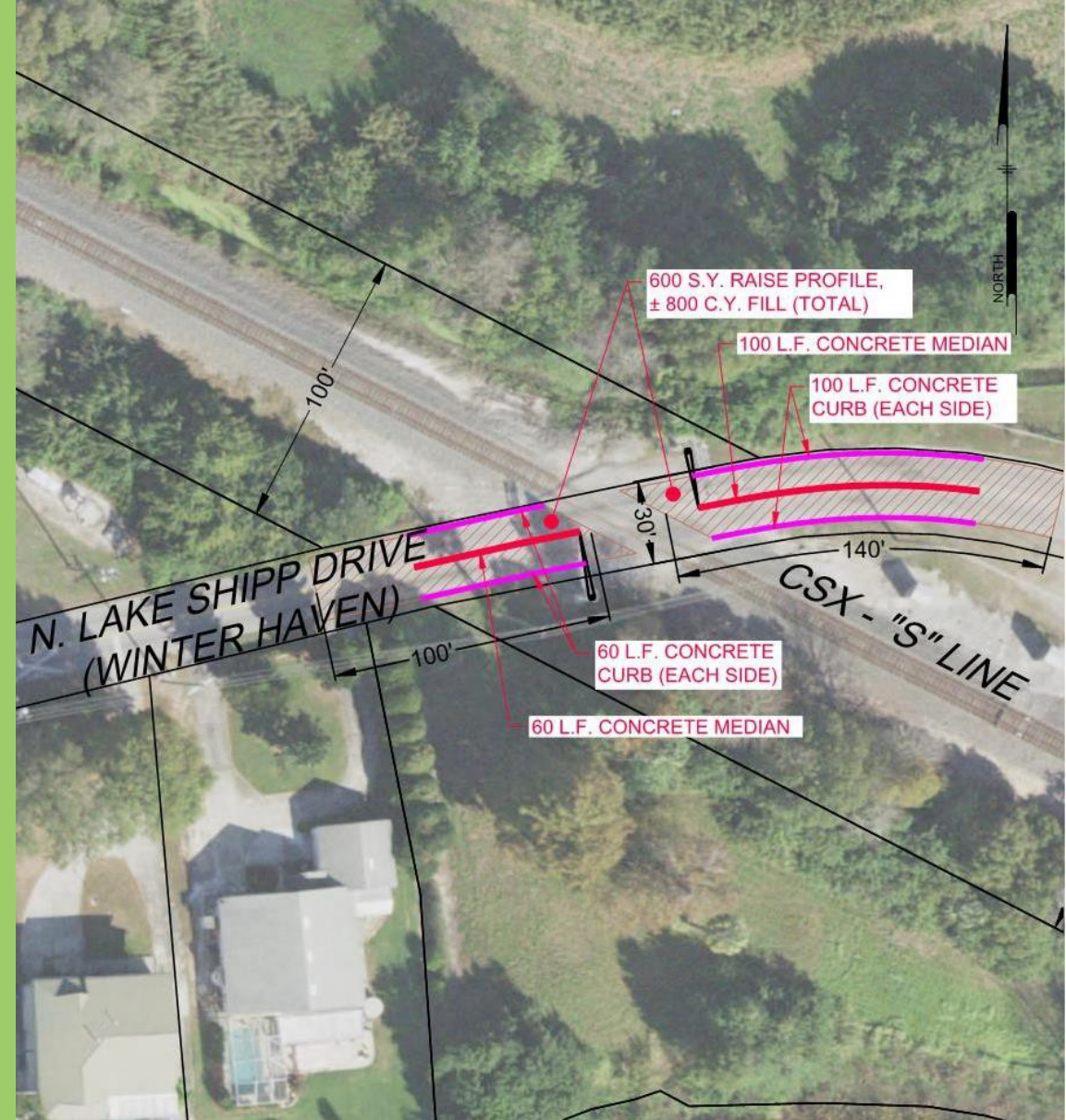




# EXAMPLE: N LAKE SHIPP DRIVE

- Quiet Zone 1
- City road
- Crossing with 2nd highest risk rating in QZ 1
- Concept improvement shown: SSM 13 – Non-traversable Curb Medians without Channelization Devices
- Median improvements estimated at \$155,400\*
- 4-Quad Gates improvements estimated at \$442,800

\*Includes \$80,400 for CSX costs to install CWT





# COMPARISON OF ESTIMATE SCENARIO COSTS

Scenario	SSM Scenario	Quiet Zone 1	Quiet Zone 2	Total Est. Cost
1	Implement Medians (#13) at Most Crossings	\$ 645,600	\$ 425,200	\$1,070,800
2	Implement Four-Quad Gates (#4) at Most Crossings	\$1,890,100	\$1,370,900	\$3,261,000
3	Implement Medians (#13) Only at Highest Risk Crossings Needed to Qualify for Quiet Zone	\$ 604,600	\$ 410,800	\$1,015,400
4	Implement Four-Quad Gates (#4) Only at Highest Risk Crossings Needed to Qualify for Quiet Zone	\$1,302,800	\$ 852,100	\$2,154,900

# NEXT STEPS FOR ESTABLISHING A QUIET ZONE

1. Provide a Notice of Intent to all of the railroads that operate over crossings in the proposed QZ (CSX) and the State agency responsible for highway and crossing safety (FDOT). The NOI will list all of the crossings in the proposed QZ and give a brief explanation of the tentative plans for implementing improvements within the QZ.

CSX and FDOT have 60 days to provide comments to the public authority on the proposed plan.

2. Make final determination of how the QZ will be established based on the requirements.
3. Complete installation of the improvements determined to be required within the QZ.
4. Establish the QZ by providing a Notice of Quiet Zone Establishment to all of the parties.
5. The QZ can take effect no earlier than 21 days after the mailing date of the Notice of Quiet Zone Establishment.



**PARTNERS FOR WHAT'S POSSIBLE**





# Airport Update – 2018, 2019, & Beyond

**Winter Haven Regional Airport**

**KGIF – Gilbert Field**

**January 23<sup>rd</sup>, 2019**

**WINTER HAVEN**  
*The Chain of Lakes City*

  
**WINTER HAVEN**  
— REGIONAL AIRPORT —

# Phases of Improvement - Strategy

FY 2018

## Step 1. Security

- Analyze the current operation
- Develop/Research new innovative ways to improve
- Implement change



FY 2019

## Step 2. Boarding

- Reviewing strategies/processes
- Maximize airport use and efficiency
- Enhance community partnerships



Beyond

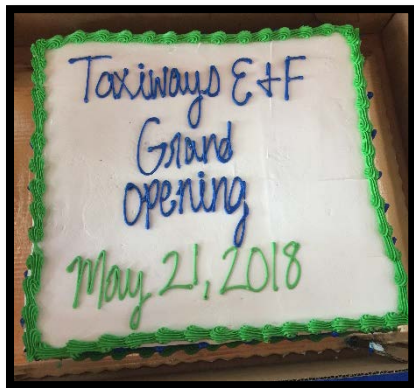
## Step 3. Take off

- Review airport master plan
- Consult with industry leaders
- Be ready, and capitalize on new opportunities



# FY 2018 Summary

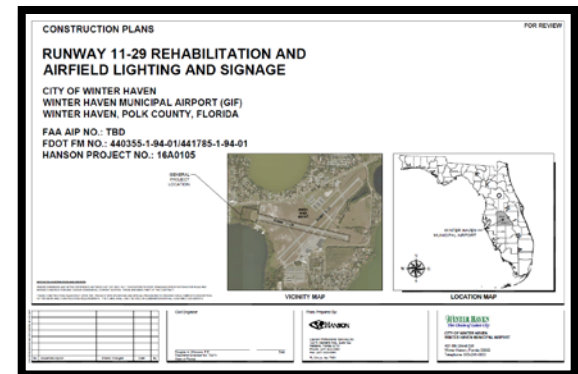
- Completed Taxiways E & F
- Completed Restaurant Kitchen Improvements
- Enhanced Radio Communications
- Signed for new Buildium Property Management Software
- Airport Strategic Plan Developed
- Officially changed name to “Regional” Airport
- Safety improvements to Jack Brown’s Seaplane Base gate
- Terminal Parking Lot Restriped
- Taxiway Centerline Striping
- Lighting Improvements (Safety)
- Sweeper Truck (Loose Gravel)





# FY 2019 Summary

- Capital Projects – Six (6)
  - Utility Infrastructure Improvement Project
    - 60% Design
  - Runway 11/29 Rehabilitation & Lighting
    - Construction Beginning 1/28/19 (Ground Breaking Invitations Soon)
  - Relocate Access Road (RPZ) Runway 11
    - Design 90%
  - T-Hangar #270 (10 Unit)
    - Design <30%
  - New Aviation Refueling Trucks
    - ITB to be advertised by end of January 2019
  - Obstruction Survey & Clearing
    - Design 100% & Reimbursed - Waiting to bid for F.A.A. Funding (Constr.)



# Driven to Educate – FY 2019

- In FY 2018, the airport educated over 200 students:
  - Caldwell Elementary 100 - 2<sup>nd</sup> graders
  - D.A.R.E. Class 12 – 6<sup>th</sup> graders
  - Florence Villa Community Development Summer Program 10 – 7-10<sup>th</sup> graders
  - Winter Haven Recreational Center Summer Programs 40 – K-3<sup>rd</sup> grade  
35 – 4<sup>th</sup>-8<sup>th</sup> grade
  - In talks with Winter Haven High School for potential aviation programs for the future.



# Beyond



## **Utility Infrastructure Proj. - Return on Investment**

### **Enabled Development Potential**

- 1 Hotel
- 1 Aviation School
- 22 Corporate Hangars
- 60 T-Hangars
- **Annual Impacts**
  - \$162,844 Property Taxes/Ground Leases/ Rents
  - \$122,400 Utility Revenue
  - \$77,982 Aviation Fuel Sales
- **Job Creation**
  - 115-120 New Jobs
    - Approximately 100 Retail/Hospitality
    - Approximately 15-20 Aviation (Hangars used for storage only)

**Development & Construction = est. \$28,125,000**

93

- 1 Hotel (80 Rooms)
- 2 Corporate Hangars (1-10,000 S/F & 1-3,000 S/F)
- 18 T-Hangars



# Questions?



# WINTER HAVEN

## *The Chain of Lakes City*

### REGULAR CITY COMMISSION MEETING MINUTES

MONDAY, JANUARY 28, 2019 at 6:30 p.m.

Nora Mayo Hall - Florida Citrus Building

500 Third Street NW

Winter Haven, Florida 33881

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:30 p.m.
2. **INVOCATION** – Bishop Willie Mincey – True Holiness Tabernacle
3. **PLEDGE OF ALLEGIANCE** – City Clerk Vanessa Castillo, MMC
4. **PRESENTATION(S)**

#### **A. Zebra Longwing Butterfly Mascot Presentation - Mayor Brad Dantzler**

Judy Cleaves, Chairperson of the Cultural Arts Advisory Committee (CAAC), introduced fellow committee member Kurtis Flanders and discussed existing projects of the CAAC. Mr. Flanders gave reasons why the committee chose the Zebra Longwing Butterfly and gave a PowerPoint presentation (*see attached*). Mayor Dantzler, who is also the liaison to the CAAC, expressed how proud he was of the CAAC and congratulated them for their efforts and phenomenal work.

**Motion by Commissioner Powell to make the Zebra Longwing Butterfly the mascot for the City of Winter Haven.**

**Motion carried 5:0.**

#### **B. Report on Quiet Zones - Beth Evans, Penonni**

*(Note: This presentation was given at the January 23, 2019, Agenda Review Session)*

#### **C. Winter Haven Regional Airport Developments / Projects - Alex Vacha, Airport Manager**

*(Note: This presentation was given at the January 23, 2019, Agenda Review Session)*

#### **D. Public Safety Neighborhood Initiative - Charles Bird, Director of Public Safety**

Director of Public Safety/Chief of Police Bird gave a PowerPoint presentation (*see attached*) of this initiative, best practices, and discussed how the Police Department uses teamwork, collaboration, and research to evaluation how they do things.

Public Information Officer Jamie Brown introduced the Police Department's new mobile app in more detail, additional PowerPoint slides, and discussed its many features, noting the app was not a replacement to calling 9-1-1.

Discussion ensued.

**5. ROLL CALL** – City Clerk Vanessa Castillo, MMC

**Commissioners Present:** Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto, William Twyford and James “J.P.” Powell.

**Staff Present:** City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Director of Public Safety/Chief of Police Charlie Bird; Financial Services Director Cal Bowen; Chief Information Officer Hiep Nguyen; Growth Management Director Merle Bishop; Parks, Recreation and Culture Director Travis Edwards; and Public Works Director Michael “M.J.” Carnevale.

**6. MINUTES**

**A. January 9, 2019 City Commission Agenda Review Session Minutes**

**B. January 14, 2019 Regular City Commission Meeting Minutes**

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

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

**Motion carried 5:0.**

**7. COMMENTS FROM THE AUDIENCE**

Mayor Dantzler explained how audience comments would proceed for the evening.

**8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING**

City Attorney Murphy said the Commission would be acting in their quasi-judicial capacity for items 8A (O-19-05) and 8B (O-19-06) and asked if there were people in the audience wishing to speak on these items, including for the public hearings on ordinance transmittal items 11A (O-19-01), 11C (O-19-03) and 11F (O-19-08). If so all persons who desire to speak to these items should stand and raise their right hands and take an oath to testify truthfully which will be administered en masse by the City Clerk.

The City Clerk administered the oath (*see attached*) en masse to all who stood up and indicated that they intended to testify at the public hearings.

**A. O-19-05 - Request by Spicers Inc. to rezone a parcel from Heavy Industrial (I-2) zoning district to Highway Commercial (C-3) zoning district (1518 7th Street, SW)**



City Attorney Murphy read Ordinance O-19-05 by title only and City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Commissioner Powell to approve Ordinance O-19-05 on second reading - public hearing.**

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

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

There was no further discussion.

**Motion carried 5:0.**

**B. O-19-06 - Request by PB of Central Florida, agent for Gary W. Carnes and Charles M. Carnes, to rezone a parcel from Light Industrial (I-1) zoning district to Planned Unit Development (PUD) zoning district**

City Attorney Murphy read Ordinance O-19-06 by title only and noted he would give commentary after the audience comments. City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter. Mr. Herr also referred to a map (*see attached*) prepared by City staff which showed all of the adjoining land uses/properties in more detail which was also included in the agenda materials provided to the City Commission.

**Motion by Mayor Pro Tem Birdsong to approve Ordinance O-19-06 on second reading - public hearing.**

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

Wayne Gibbons, 3755 Lake Hamilton Drive West in Winter Haven, expressed opposition to this item.

Kevin Kitto, 150 Kitto Lane in Dundee, expressed support of this item.

Paula Rose, 35 W. Lake Hamilton Circle in Winter Haven, expressed she was not opposed to or in favor of this item, however, expressed concerns with wait times when turning left onto S.R. 544 from Lake Hamilton and suggested a traffic light be installed.

David Stokes, petitioner of this item and agent for Gary Carnes and Charles Carnes, said there was minimal dust, he only owned two trucks and said there were letters from supporters. He also gave reasons why they chose this site.

City Attorney Murphy commented that the three letters mentioned by Mr. Stokes regarding this item would be made part of the minutes (*see attached*). He noted procedural similarities to the Beymer Memorial United Methodist Church rezoning request (denied - Ordinance O-18-21) considered by the City Commission last year in that it was a quasi-judicial matter and therefore the procedure on this item would be similar, which he explained in further detail. If there were reasons why a Commissioner was voting no, it would need to be articulated for the record. Once voting occurred it would be memorialized in the public records.

Discussion ensued regarding location, a tour of the property, its size, lakes, noise, and any potential changes. Planning Manager Eric Labbe discussed an additional proposed condition/amendment to the PUD Zoning Ordinance. He and Principal Planner Sean Byers also provided information in more detail on Ordinance O-19-06.

Rita Broadaway, 2050 W. Lake Hamilton Drive in Winter Haven, expressed opposition to this item.

Mr. Stokes provided additional clarification on this item.

Mr. Gibbons again expressed opposition to this item.

Discussion ensued.

City Attorney Murphy clarified the motion as presented on the agenda was to approve Ordinance O-19-06 as presented on the agenda and did not include the proposed new condition that Planning Manager Labbe had just brought up tonight.

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

**Motion failed 1:4 with Mayor Dantzler and Commissioners Chichetto, Twyford, and Powell voting no. The Commissioners had indicated concerns with regard to compatibility with adjoining lower intensity commercial and residential properties and potential adverse impacts to the environment including but not limited to the adjoining canal leading into Lake Hamilton, noise, dust, and traffic that could be generated from the concrete crushing use proposed in the PUD Zoning Ordinance.**

City Attorney Murphy clarified the results of the final vote and said the applicant would be notified appropriately via a letter reciting the reasons for denial. A copy of a letter (*see attached*) articulating the reasons for denial of Ordinance O-19-06 is attached hereto.

## **9. CONSENT AGENDA**

**A. Library Board Reappointment of Jonathan Owen**

**B. Planning Advisory Services Agreement with the Central Florida Regional Planning Council**

**C. Authorize the City Manager to sign a Notice of Intent for the creation of a “quiet zone” to be submitted to the Federal Railroad Administration**

- D. Agreement with Florida Division of Emergency Service for receipt of FEMA Payments**
- E. Resolution R-19-07 - Request by NH Investments III, 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 Normandy Heights Phase 3A Subdivision**

**Motion by Commissioner Powell to approve the Consent Agenda as presented.**

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

Mary Chase, on Howard West Avenue in Winter Haven (exact address unknown), spoke in support of quiet zones (item 9C).

**Motion carried 5:0.**

**10. RESOLUTION(S)**

- A. R-19-04 - Authorizing the Acceptance of Public Right-of-way Dedication and Easement for Wastewater Utility Infrastructure from First Street North, LLC., a Florida Limited Liability Company**

City Attorney Murphy read Resolution R-19-04 by title only and City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Mayor Pro Tem Birdsong to approve Resolution R-19-04.**

Mayor Dantzler requested comments from the audience. No one spoke for or against.

**Motion carried 5:0.**

- B. R-19-05 - Authorizing the Acceptance of Public Right-of-way Dedication and Easement for Wastewater Utility Infrastructure from First Street North, LLC., a Florida Limited Liability Company**

City Attorney Murphy read Resolution R-19-05 by title only and City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Commissioner Powell to approve Resolution R-19-05.**

Mayor Dantzler requested comments from the audience. No one spoke for or against.

**Motion carried 5:0.**



**C. R-19-06 - Approving and Adopting the 2018 Noise Study Prepared by AVCON, Inc. dated November 20, 2018 and related updates to the Airport Master Plan for the Winter Haven Regional Airport**

City Attorney Murphy read Resolution R-19-06 by title only and City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Commissioner Powell to approve Resolution R-19-06.**

Discussion ensued.

Mayor Dantzler requested comments from the audience. No one spoke for or against.

**Motion carried 5:0.**

**11. ORDINANCE(S) - FIRST READING**

City Attorney Murphy explained the procedural actions of the first readings portion of the agenda. He again advised the Commission was not going to make any findings tonight on the substance of the matters of these ordinances but that the Commission was going to consider the transmittal of the land use amendment ordinances to the Florida Department of Economic Opportunity (DEO) for review and comments consistent with the provisions of Section 163.3184 of the Florida Statutes for items 11A, 11C, and 11F. Votes as to whether or not to transmit the identified land use amendment ordinances to the DEO would occur after conducting public hearings on those items and that a first reading of items 11B, 11D, 11E, 11G, and 11H would occur tonight and that adoption of all of the ordinances after second readings/public hearings would occur later at a different meeting(s) of the City Commission. City Attorney Murphy discussed and explained how the City Commission would act in its legislative capacity and in its quasi-judicial capacity for various items included within this portion of the agenda and that it was important for the City Commission to wait until all evidence and information were presented before making any decisions on the substance of the proposed ordinances. City Attorney Murphy also discussed again Conflict of Interest matters as identified in Sections 112.311 through 112.3261 of the Florida Statutes (Code of Ethics for Public Officers and Employees) as well as the provisions of Section 286.012 of the Florida Statutes which requires Commissioners to vote on a matter properly before them unless there is a conflict of interest under the aforementioned Code of Ethics. In the event of an actual conflict of interest, a Commissioner should abstain and not vote on that matter. If there is a possible conflict of interest or if the Commission is acting in its quasi-judicial capacity, and in order to promote and assure a fair proceeding free from potential bias or prejudice, the Commissioner may abstain and not vote on the matter. City Attorney Murphy advised the Commission that if they were going to abstain from voting on a matter that each Commissioner should do three things: 1) Announce any conflict of interest that they may have; and 2) Abstain from voting on such item; and 3) Fill out *Form 8B Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers*, and give to City Clerk Castillo, so she may incorporate into the minutes of the meeting when the vote on that item would occur. The City Attorney indicated that an analysis of whether there was a conflict of interest or potential bias or prejudice would be a factual determination on a case by case basis based on the specific facts presented. City Attorney Murphy also disclosed,

for the record, that he had spoken with Commissioner Chichetto and indicated that based on Commissioner Chichetto's residence in the Hamilton Pointe residential subdivision and its proximity to the Schulz lands which are the subject of the ordinances under items 11 F and 11G and his active participation in opposing the Schulz land use and zoning matters that Commissioner Chichetto felt that he had a possible conflict of interest and further so as to assure a fair proceeding he would abstain from voting on items 11F and 11G and follow the protocols identified by the City Attorney prior to the vote. City Attorney Murphy also disclosed that he had spoken with Mayor Dantzler and gave background information relating to Mayor Dantzler's contingent ownership as a Co-Trustee for his mother of unimproved property in the general vicinity of the Schulz property and Mayor Dantzler's appearance at a Polk County Board of County Commission public hearing in August, 2016 for a separate land use matter for Mr. Schulz where the Mayor in his individual capacity spoke about hours of operation and noise for the outback oasis activities that Mr. Schulz conducted on some of the lands that are involved in the land use and zoning ordinances before the City Commission. Based on the specific facts City Attorney Murphy related that Mayor Dantzler had determined that he did not have a conflict of interest nor would Mayor Dantzler have any bias or prejudice based on his previous actions in August 2016 and accordingly Mayor Dantzler would be voting on the matters at the appropriate times.

**A. O-19-01 - PUBLIC HEARING - Administrative request to assign Residential-Low Density Future Land Use to 53 annexed parcels**

City Attorney Murphy read Ordinance O-19-01 by title only and again noted that the vote tonight for this item was whether or not to allow the transmittal of the ordinance to DEO for review. City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Commissioner Powell to transmit Ordinance O-19-01 to the Florida Department of Economic Opportunity (DEO) for review.**

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

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

There was no further discussion.

**Motion carried 5:0.**

**B. O-19-02 - Administrative request to assign Planned Unit Development (PUD) zoning district to 53 annexed parcels**

City Attorney Murphy read Ordinance O-19-02 by title only and noted this was a companion ordinance to Ordinance O-19-01 regarding zoning.

Mayor Dantzler reported Ordinance O-19-02 would come back for a second reading – public hearing at a later date [depending on when the transmittal process to DEO for Ordinance O-19-01 is completed.]

**C. O-19-03 - PUBLIC HEARING - Request by John Schneider, agent for Four Rooks, LLC, to assign Residential-Low Density Future Land Use to two annexed parcels**

City Attorney Murphy read Ordinance O-19-03 by title only and again noted that the vote tonight for this item was whether or not to allow the transmittal of the ordinance to DEO for review.

Assistant City Manager Stavres presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

**Motion by Mayor Pro Tem Birdsong to transmit Ordinance O-19-03 to the Florida Department of Economic Opportunity (DEO) for review.**

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record and fill out the sheet at the podium.

John Schneider, representing the agent, said he was available to answer any questions.

Gordon McGinnis, 348 Niblick Circle in Winter Haven, expressed support of this item and expressed concerns with drainage work being done along S.R. 542 and the need for a reuse water line for subdivisions.

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

City Manager Herr reported the City had plans for upgrades on the reclaimed water system along the S.R. 542 corridor from Buckeye Loop to U.S. 27 and the current and first segment of Buckeye Loop to Central Avenue. He said he would double check this with Utility Services Director Hubbard.

There was no further discussion.

**Motion carried 5:0.**

**D. O-19-04 Request by John Schneider, agent for Four Rooks, LLC, to assign Planned Unit Development (PUD) zoning district two annexed parcels**

City Attorney Murphy read Ordinance O-19-04 by title only. City Manager Herr said there was no additional information on this item and referred to the Staff Report and related matters which are included in the agenda for this matter and noted this was a companion ordinance to Ordinance O-19-03 regarding zoning.

Mayor Dantzler reported Ordinance O-19-04 would come back for second reading and public hearing at a later date [depending on when the transmittal process to DEO for Ordinance O-19-03 is completed.]

**E. O-19-07 - Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56**



City Attorney Murphy read Ordinance O-19-07 by title only and City Manager Herr presented and referred to the Staff Report and related matters which are included in the agenda for this matter.

Mayor Dantzler reported Ordinance O-19-07 would come back for second reading and public hearing at the February 11, 2019, Regular City Commission Meeting.

**F. O-19-08 - PUBLIC HEARING - Request by Paul William Schulz to assign Residential-Low Density and Neighborhood Activity Center Future Land Uses to four annexed parcels**

Mayor Dantzler read a statement aloud for the record regarding conflict of interest matters and determined that he did not have a conflict of interest and said he would vote on this item.

Commissioner Chichetto disclosed his conflict of interest and indicated he would fill out the appropriate form and would not be voting on this matter. *[Form 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers.]*

City Attorney Murphy read Ordinance O-19-08 by title only, reminded the Commission of the proper procedures for this item, and that voting tonight was only on whether or not to transmit the ordinance to the DEO for review.

City Manager Herr presented and referred to the Staff Report and related information in the agenda for this item.

**Motion by Mayor Pro Tem Birdsong to transmit Ordinance O-19-08 to the Department of Economic Opportunity (DEO) for review.**

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record and fill out the sheet at the podium. He explained the process for audience comments on this item.

Kent Foreman, representing owner/applicant Paul Schulz, noted Mr. Schulz and other representatives of their team were in the audience. He also gave background information on the two items on the agenda related to this property.

Ray Stangle, P.E. (Professional Engineer) Engineer at Jordan Engineering Group in Orlando and representing Paul Schulz, spoke about stormwater management in detail and their commitment to design the site properly.

Mohammed Abdallah, P.E, Engineer at Traffic Mobility Consultants LLC in Orlando, discussed the traffic study his colleague had prepared in further detail and said it was filed with the City.

Doug Lockwood, Attorney at Straughn & Turner P.A. representing Paul Schulz, addressed issues that arose from residents during the recent Planning Commission Meeting, specifically compatibility, and noted Mr. Schulz had made substantive changes to his plan and identified the changes in detail.

Mr. Foreman gave clarification regarding Sage Road.

Brent Geohagan, Attorney at Geohagan Law P.A. and representing Christina Taylor residing at 5071 Hamilton Shores Court in Winter Haven, said she would be part of their presentation as well as Michael Joaquim, Certified Land Planner.

Christina Taylor, Attorney, expressed opposition to this item and gave a PowerPoint presentation (*see attached*).

Growth Management Director Bishop gave clarification on height/stories limits. The neighborhood activity center was limited to two stories and 35 feet in height -which is the same as the residential low -and the assisted living facility was limited to three stories up to 55 feet in height.

Mr. Geohagen distributed a Polk County Board of County Commissioners (BoCC) document packet (*see attached*) to the Commission. He also discussed the City's Comprehensive Plan and the incompatibility of the proposed development on the Schulz property.

Mayor Dantzler reminded everyone of the procedures for tonight's meeting. City Attorney reminded that voting was only whether or not to transmit the ordinance to the DEO for review.

Michael Joachim, certified Urban Planner, explained why he felt the property's future land use changes did not comply with the City's comprehensive plan or the Florida Statutes and referenced a hand out titled *Findings of Fact –On the Future Land Use Plan Request Ord-19-08* (*see attached*) he had provided to the Commission tonight.

Gordon McGinnis, 348 Niblick Circle in Winter Haven, expressed support of this item.

Jennifer Fulks, 116 Grant Road in Winter Haven, whose parents reside at 411 Horseshoe Lane NE in Winter Haven, expressed opposition to this item.

Dr. Nancy King, 3800 Country Club Lane in Winter Haven, expressed opposition to this item.

Michael King, 3800 Country Club Lane in Winter Haven, expressed opposition to this item.

Terri Johnson, 407 Horseshoe Lane in Winter Haven, expressed opposition to this item.

Thomas Johnson, 407 Horseshoe Lane in Winter Haven, expressed opposition to this item.

Ryan Gaffney, 2517 Sherwood Street in Winter Haven, expressed opposition to this item.

John Van Meter, 2150 Kendall Lane in Winter Haven, expressed opposition to this item.

Craig Merrill, 715 Heritage Drive in Winter Haven, expressed opposition to this item.

Kyle Duce, 318 Niblick Circle in Winter Haven, expressed support of this item.

Judith McCain, 215 Hamilton Shores Drive NE in Winter Haven, expressed opposition to this item.

Mack McCain, 215 Hamilton Shores Drive NE in Winter Haven, expressed opposition to this item.

Norman Small, 20 Casarena Court in Winter Haven, expressed support of this item.

Peggy Smith, 2125 Lake Hamilton Drive West in Winter Haven, expressed support of this item.

Jeanette Williams, 503 Hamilton Shores Court in Winter Haven, expressed opposition to this item.

Mark Whisler, 4022 Country Club Road South in Winter Haven, expressed opposition to this item.

Danny Hipp, 2050 Buckeye Loop Road in Winter Haven, expressed opposition to this item.

Cari Herrington, 950 14<sup>th</sup> Street NE in Winter Haven, expressed support of this item.

Sheryll Strang, 1190 W. Lake Otis Drive in Winter Haven and representing Webb and Deanna Tanner [at 6 Brogden Court SE], expressed support of this item.

Mike Robinson, 1090 Lake Hamilton Drive West in Winter Haven, expressed opposition to this item.

Kurtis Flanders, 444 Avenue I SE in Winter Haven, expressed support of this item.

Judy Cleaves, 503 Lake Mariam Terrace in Winter Haven, expressed support of this item.

Ava Holliday, 4018 Country Club Road South in Winter Haven, expressed opposition to this item.

Dawn Van Meter, 2150 Kendall Lane in Winter Haven, expressed opposition to this item.

Pete Chichetto, 605 Horseshoe Court NE in Winter Haven, expressed opposition to this item.

Barbara Herrington, 2801 Country Club Road North in Winter Haven, expressed support of this item.

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

City Attorney Murphy reminded the Commission to provide City Clerk Castillo with all ex-parte communications related to this item, which she would include with the minutes for the record.

*Ex-parte communications received by the Commissioners, relative to the subject matter, are as follows:*

Commissioner Twyford reported all items he had received for the record. *(see attached)*

Mayor Pro Tem Birdsong reported he had received calls while driving and was therefore unable to write them down. *(see attached)*



Commissioner Powell reported he had forwarded all related items to City Manager Herr, Assistant City Manager Stavres, Growth Management Director Bishop, City Attorney Murphy, City Clerk Castillo, and Deputy City Clerk Joy Townsend. (*see attached*)

Discussion ensued regarding Sage Road, emergency vehicles, and zoning.

Mayor Dantzler gave more detailed reasons as to why he did not have a conflict of interest with this item. (*see attached*)

(*Document received by all – see attached*)

**Motion carried 4:0 to transmit Ordinance O-19-08 to the Department of Economic Opportunity (DEO) for review with Commissioner Chichetto abstaining from voting due to a conflict of interest.** [Commissioner Chichetto filled out *Form 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers.*] (*see attached*)

**G. O-19-09 - Request by Paul William Schulz to assign Planned Unit Development (PUD) zoning district to four annexed parcels**

City Attorney Murphy read Ordinance O-19-09 by title only and noted this was a companion ordinance to Ordinance O-19-08 regarding zoning.

City Manager Herr said there was no additional information on this item other than what was included in the Staff Report and related matters included in the agenda.

Mayor Dantzler reported Ordinance O-19-09 would come back for a second reading and public hearing at a later date [depending on when the transmittal process to DEO for Ordinance O-19-08 is completed.]

**H. O-19-10 - Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels**

City Attorney Murphy read Ordinance O-19-10 by title only and City Manager Herr presented and referred to the Staff Report and related information in the agenda for this item.

Mayor Dantzler reported this item would come back for a second reading and public hearing at the February 11, 2019, Regular City Commission Meeting.

**12. NEW BUSINESS - None**

**13. CITY COMMISSIONERS/LIAISON REPORTS**

**Mayor Pro Tem Birdsong** reported the following: attended ribbon cuttings for the new Courtyard by Marriott and Valor Christian Academy; attended the Dr. Martin Luther King, Jr. (MLK) Parade; attended the MLK Wreath Laying Ceremony; attended two community MLK programs; attended the MLK Prayer Breakfast; attended the General Employees' Pension Board Meeting; attended a roundtable discussion with Florida Governor Ron DeSantis and Secretary Kevin Thibault at the SunTrax [complex in Auburndale]; attended a Winter Haven Economic Development Council (WHEDC) Board Meeting; attended the Winter Haven Chamber of

Commerce Networking Social; attended the City's *State of the City* Address; and attended the Agricultural and Labor Program, Inc. (ALPI) *Annual Corporate Meeting & Luncheon*.

**Commissioner Twyford** – None (at this time)

**Commissioner Powell** reported he had attended all of the MLK events.

**Commissioner Chichetto** – None

**Mayor Dantzler** - None

**14. CITY ATTORNEY REPORT**

City Attorney Murphy reported the Polk Regional Water Cooperative Settlement (PRWC) Agreement had been approved by the City of Bartow and now the agreement had been approved by all Parties. The Division of Administrative Hearings (DOAH) would relinquish jurisdiction to allow the Southwest Florida Water Management District (SWFWMD) at its Governing Board meeting on February 26, 2019 to consider issuance of the permit (with conditions included as part of the Settlement Agreement) filed by the Peace River Manasota Regional Water Supply Authority.

**15. CITY MANAGER REPORT**

City Manager Herr asked the Commission if they wished to reschedule or cancel the March 11, 2019, Regular City Commission Meeting due to their attendance at Polk County Day in Tallahassee on March 12.

**There was consensus of the Commission to cancel the March 11, 2019, Regular City Commission Meeting.**



**Commissioner Twyford** reported the following: Ruthanne Stonewall, Executive Director of the Ridge League of Cities (RLC), said Polk City would no longer be hosting the April RLC Dinner Meeting and was looking for another municipality to host the dinner meeting.

**16. ASSISTANT CITY MANAGER REPORT**

**17. CITY CLERK REPORT** – None

**18. DEVELOPMENTS OF NOTE** – None

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

**20. ADJOURNMENT** – 11:29 p.m.

**ATTEST:**

**CITY OF WINTER HAVEN, FLORIDA**

---

Vanessa Castillo, MMC  
City Clerk

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Bradley T. Dantzler  
Mayor





























# CITY OF WINTER HAVEN

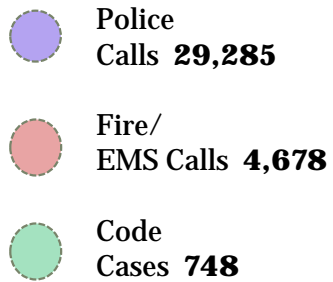


## PUBLIC SAFETY

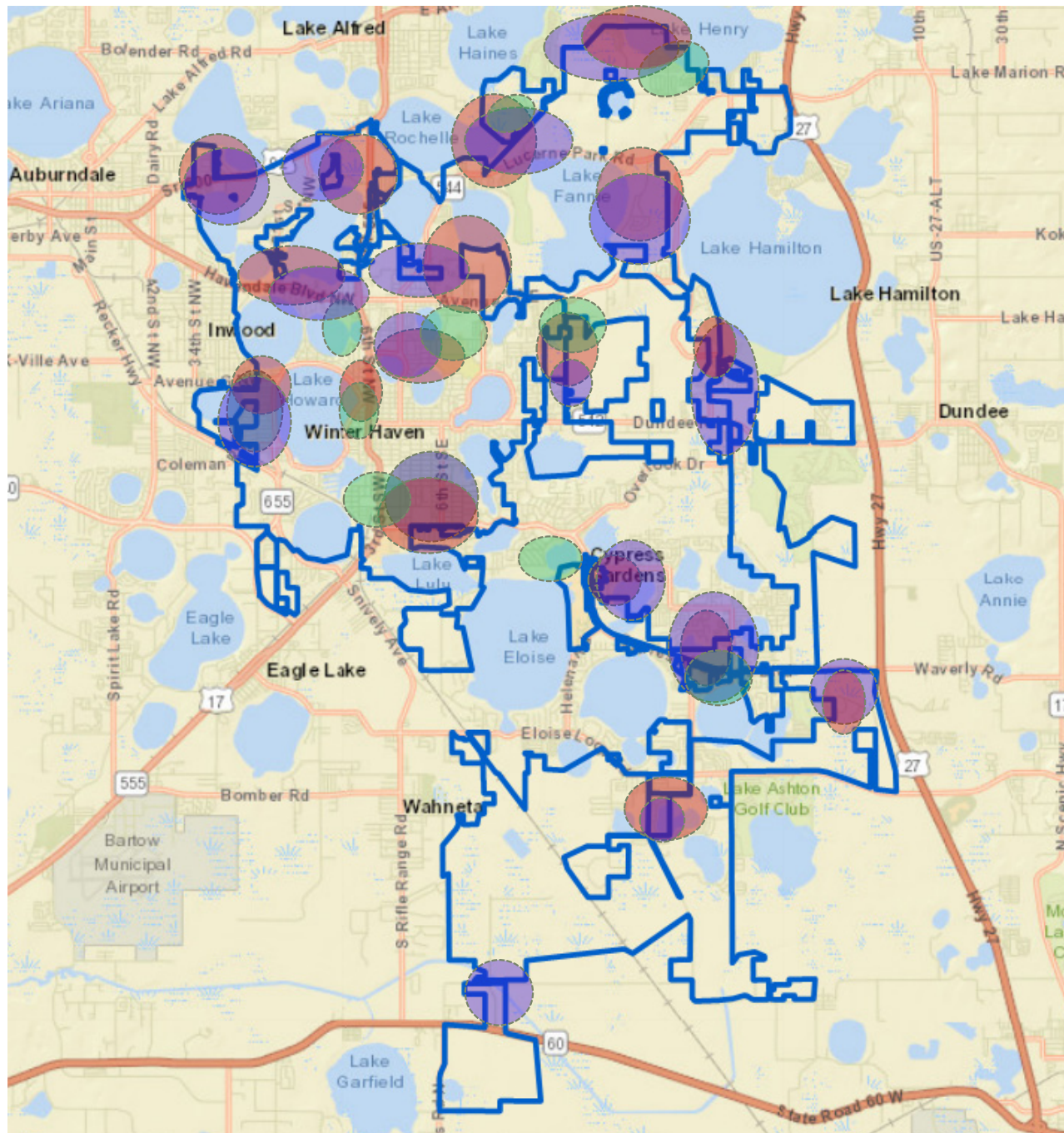
### Community Initiative

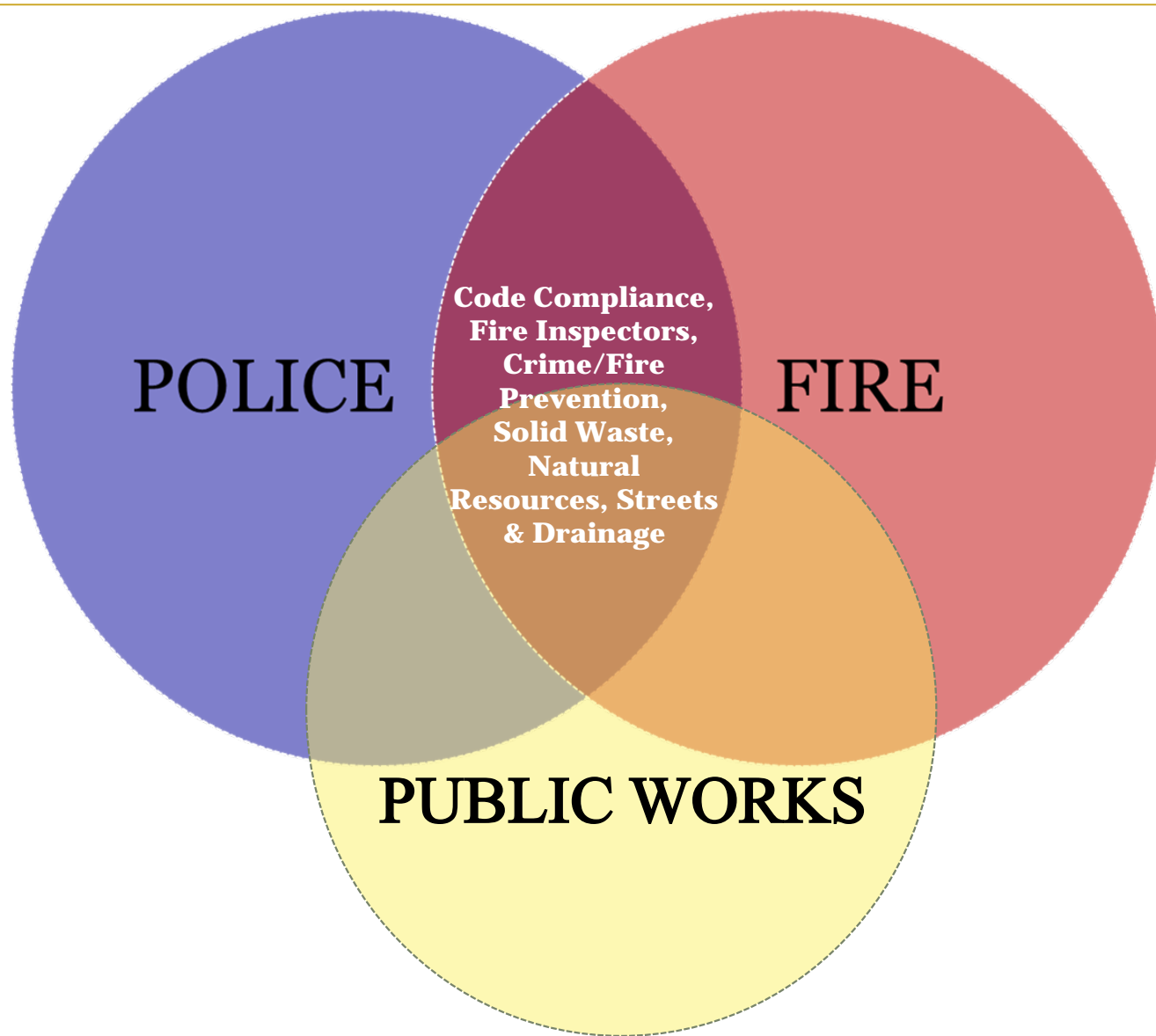


**Calls For  
Service  
Timeframe  
Jan. 1, 2018 –  
June 22, 2018**



**Blue lines  
denote  
City Limit  
Boundaries**





# Plan of Code Compliance Initiative



- Take one hotspot area at a time to identify properties out of compliance
- Utilize Police, Fire and Code personnel to go door-to-door in order to educate the residents on any code violations that are present
- Use educational materials to ensure the resident understands the violations and how the resident can best become compliant
- Streets and drainage personnel will evaluate area and determine if immediate assistance can be accomplished or make arrangements for future assistance
- Identify potential opportunities to match community outreach programs for those residents who need services to assist with compliance
- Ensure each member who identifies a need for compliance is checking back to confirm the citizen is making progress towards compliance





# Timeline



- Kick off first Compliance Initiative in February 2019
- Each initiative will begin with one hour training then to initiative area
- Members check in with properties 30 days from initial encounter to review
- Make contact with resident accordingly



# Informational Courtesy Door Card



**Door cards will be accompanied by information cards specifically addressing violation.**

**All cards numbered for tracking by each member from start to finish.**

**A correction date to alleviate any confusion on time to address issue.**

**Name of member and phone number to contact member directly to avoid any confusion.**

**No 203**

**COURTESY NOTICE**

Date: \_\_\_\_\_  
Address: \_\_\_\_\_

The City of Winter Haven is seeking your voluntary compliance to correct one or more of the below listed conditions which were observed on your property.

☐ Address Numbers (must be 3" in height & visible from street)  
☐ Inoperable and/or Untagged Vehicle(s)  
☐ Junk, Trash, Debris  
☐ Overgrowth (grass or weeds exceeding 12" in height)  
☐ Parking on Front Yard (not permitted on unimproved surface)  
☐ Trash Containers (must be behind front structure line or hidden from public view)  
☐ Other: \_\_\_\_\_

Comments: \_\_\_\_\_

Please correct before: \_\_\_\_\_

If you have any questions concerning this notice, please contact me at the number written below.

Inspected By: \_\_\_\_\_

Phone Number: \_\_\_\_\_

For a complete listing of the City of Winter Haven's code regulations, please visit [www.municode.com](http://www.municode.com). For general inquiries or to report a violation, please contact the Code Compliance Division at (863)291-5697.

**WINTER HAVEN  
POLICE**

P.O. Box 2277, Winter Haven, FL 33883-2277  
125 N. Lake Silver Drive, Winter Haven, FL 33881  
(863) 291-5858

# Informational Cards

## WINTER HAVEN PUBLIC SAFETY CODE COMPLIANCE

### Solid Waste Containers & House Numbers

Whether a garbage or recycle container, there is a proper way to store them when not at the curb for pickup. This ordinance helps keep the containers from ending up in the roadway during inclement weather and makes the street look neat.



**WHC Sec. 14-37** Time of placement of containers for collection and placement of containers when not for collection.

(a) All residential-type containers whether designated residential or commercial, shall be placed for collection in accord with section 14-36 no earlier than 5:00 p.m. before the day designated for collection and should be removed immediately following such collection, but in any event no later than 10:00 a.m. following such designated days.

**House Numbers  
Help All Public  
Safety  
Personnel Find  
You In An  
Emergency**

**3**

#### **MPMS Sec.304.3 - Premises Identification**

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of three (3) inches (76.2 mm) high with a minimum one-half (.5) inch (12.7 mm) stroke width.

For all ordinances, visit <https://library.municode.com> and select the "Library" box at the top of the page to locate Florida and Winter Haven.

Administrative Line: 863-291-5858  
125 N Lake Silver Dr., NW, Winter Haven

## WINTER HAVEN PUBLIC SAFETY CODE COMPLIANCE

### WEEDS & OVERGROWTH

**MPMS Sec. 302.4**  
We all love a nice lush, green thriving yard! This includes trees, bushes and plants that central Florida weather will allow! There is an ordinance that details ways to keep our yards and neighborhoods looking great.



Not in Winter Haven

**302.4 states:** All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12) inches in height. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided that the term weeds shall not include cultivated flowers, cultivated gardens and Central region plants listed on the most current edition of the Florida Friendly Plant List issued by the University of Florida Institute of Food and Agricultural Sciences, so long as such flowers, gardens and plants are maintained in an aesthetically pleasing manner and do not constitute a dangerous or nuisance condition as determined in the discretion of the Code Official, provided further however that all noxious weeds shall be prohibited.

Let's simplify that language. Florida native plants and grasses can be fairly tall. That's how they grow! And when kept in check, trimmed and watered, they beautify the landscape.



To access the list of Florida Friendly Plants, please visit <https://ffl.ifas.ufl.edu>



Administrative Line: 863-291-5858  
125 N Lake Silver Dr., NW, Winter Haven

## WINTER HAVEN PUBLIC SAFETY CODE COMPLIANCE

### Residential Parking & Inoperative Vehicles

It's very common for vehicles to break down and need repairs that may take a bit of time. Residents have options if repairs are being done at home.



(not in Winter Haven)

**WHC Sec. 12-88 states:** No person in charge or control of any property within the city, whether an owner, agent, tenant, occupant, lessee, or otherwise, shall allow any unlicensed, inoperative, or derelict vehicle to be placed or remain on such property unless such vehicle is within a completely enclosed building or is on the premises of a lawfully operating automotive repair or storage business. An inoperative vehicle may not remain on the premises of an auto repair business or storage business in excess of sixty (60) consecutive calendar days.

#### **What About Parking At My Home?**

We can address this part of the ordinance to all residential districts. Vehicles should not be parked on any unimproved portion of a front yard (such as the grass.) There are also specific restrictions for cargo trailers, recreational vehicles and watercraft.



**Sec. 21 - 146:** (g) Recreational vehicles may be parked, for storage purposes only, within the side yard or rear yard area, not less than five (5) feet from the property line. Except as otherwise provided, recreational vehicles shall not be parked between any public street and living area of the principal building. (h) Watercraft may only be located in the side yard, the rear yard, or on a driveway, and not less than five (5) feet from the property line. No watercraft shall be parked within fifteen (15) feet of the edge of the street pavement. Driveway parking and storage is limited to a total of two (2) watercraft per property.

For all ordinances, visit <https://library.municode.com> and select the "Library" box at the top of the page to locate Florida and Winter Haven.

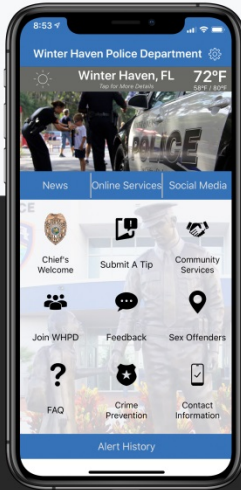
Administrative Line: 863-291-5858  
125 N Lake Silver Dr., NW, Winter Haven



# City of Winter Haven

## QUESTIONS





# WINTER HAVEN Police Department

Download our app today!



Built by:  **THEPOLICEAPP.COM**  
Custom Police Apps



**Search: Winter Haven  
Police Department**

## WINTER HAVEN Police Department



## FEATURES



### PUSH NOTIFICATIONS

Get breaking news and updates directly to your phone



### NEWS

Read the latest updates of everything happening near you



### SEX OFFENDER SEARCH

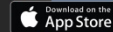
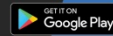
A map and list view of sex offenders in the area with details on their status



### SUBMIT A TIP

Send in an anonymous tip about any crime around you

**DOWNLOAD  
FOR FREE**



Made in the USA

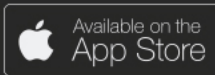


THEPOLICEAPP.COM  
Custom Police Apps

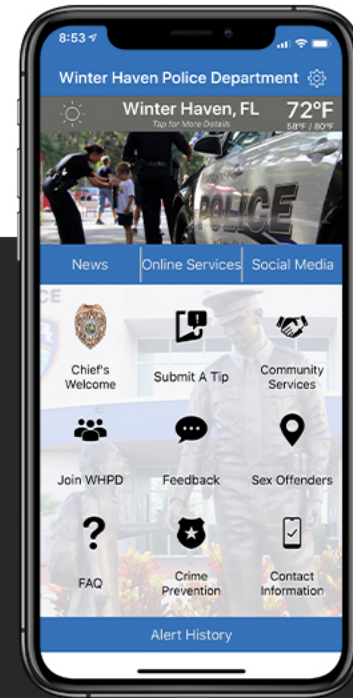


# QUESTIONS

## WINTER HAVEN Police Department



Download our **FREE**  
mobile app today!



## **OATH TO WITNESS**

CITY CLERK:

“Please stand and raise your right hand.

*Do you solemnly swear or affirm that the testimony you are about to give is the truth, the whole truth and nothing but the truth so help you God?*

Thank you. You may be seated.”

# WINTER HAVEN

*The Chain of Lakes City*



129

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.























29295 Us Hwy 27 North  
Lake Hamilton FL, 33851  
Phone: 863-439-9794 | Fax: 863-438-9414  
Po Box 5062 Haines City FL, 33845

January 28, 2019

To Whom It Make Concern,

PB Of Central Florida works right behind us, we have never had any issues with them working close to us at all. The noise, dust, and traffic is very minimal. Therefore it doesn't bother us at all that they work next to us. If you have any questions, feel free to give me a call.

Sincerely ,

Luis Mondragon- Golden Marble & Granite



January 25<sup>th</sup>, 2019

To whom it may concern,

I am writing on behalf of PB of Central Fl., I have had the pleasure of having a friendship and business partnership with them over the past couple years. I began hiring them for demolitions and dumpster rental and have watched them in their endeavor to begin recycling concrete. I have also allowed them to use a section of my land to start this project. I have another tenant that is less than 50 feet away from where this work is being undertaken and have not had any complains about noise, dust, traffic, in fact no complaints about PB what so ever. They are always respectful of other businesses and people around and have experimented to find the best resolution to these issues before they became a problem. Their hard work, honesty and determination is evident in everything they do. They take great care and pride in their work and are willing to work alongside the community. The owners and their sons are hard workers and take part in community activities, donating funds and dumpsters to different events. I look forward to continuing this partnership as they move forward with achieving their goals of growing their business and recycling concrete.

Sincerely,

  
Alan Ulch

343 Ave C SW

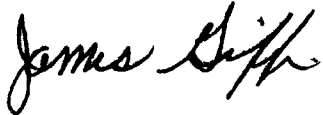
Winter Haven Fl

33880

To whom it may concern

PB of Central Florida has been a neighboring business for going on a year now. The dust and noise is very minimal, even when all the equipment is running. They are constantly watering the piles to keep the dust to a minimum. When inside our shop you cannot even hear the equipment running.

Thank You  
Action Gator Tire

A handwritten signature in cursive script, appearing to read "James Giff".

Last modified: 2:26 PM

February 12, 2019

**VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

PB of Central Florida, Inc.  
Attn: David J. Stokes, President  
125 N. Lake Florence Drive  
Winter Haven, FL 33884

Re: City of Winter Haven, Florida / Denial of Ordinance O-19-06 / Re-zoning Application

Dear Mr. Stokes:

In accordance with Part II of Chapter 163 of the Florida Statutes, please let this letter constitute the written decision of the City Commission of the City of Winter Haven, Florida when it voted at its meeting on January 28, 2019 following an advertised public hearing on Ordinance O-19-06 and after the consideration of all pertinent matters to deny the passage of Ordinance O-19-06 which had the effect of denying the re-zoning application filed by PB of Central Florida, Inc. on October 2, 2018. The application filed by PB of Central Florida, Inc. requested a re-zoning of the lands described and depicted in Ordinance O-19-06 from the Light Industrial (I-1) Zoning District to Planned Unit Development (PUD) Zoning District. A copy of Ordinance O-19-06 is attached hereto for your reference.

Ordinance O-19-06 was considered by the City Commission at First Reading on January 14, 2019. An advertised Public Hearing/Second Reading was held in front of the City Commission on January 28, 2019. That Public Hearing before the City Commission was advertised as required by law, was extensive and complete, all pertinent facts, matters, and issues were submitted and all interested parties and members of the public in attendance were heard and/or were given the chance to be heard at the Public Hearing prior to any official action of the City Commission. In addition, certain documents and information were received and considered by the City Commission at the Public Hearing – all of which are either attached to the official minutes of the January 28, 2019 meeting of the City Commission or are part of the Agenda considered by the City Commission and are incorporated herein by reference.

At the conclusion of the Public Hearing and after considering all sworn testimony, information, documents and other facts and evidence before it, a motion to approve Ordinance O-19-06 failed by a vote of 4 to 1 by the City Commission.

The reasons and/or basis for the failure of the motion, as stated on the record by a majority of the City Commissioners at the City Commission meeting on January 28, 2019, were premised on competent substantial evidence which showed that the proposed re-zoning did not promote consistency with the City's Comprehensive Plan; would have potential adverse negative impacts on adjoining lands and thus was not compatible with current existing uses of adjoining lands. A summary is as follows:



1. Concerns about potential adverse impacts that the proposed uses (specifically concrete crushing operations based on the conceptual plan submitted with the application) allowed within the Planned Unit Development (PUD) Zoning District could have on adjoining lands which adjoining lands are largely less intense Industrial and/or Commercial and/or Single Family Residential uses at the present time; and
2. Concerns about potential compatibility issues and adverse impacts of an industrial concrete crushing use on the surrounding lands in the area including but not limited to the canal leading into Lake Hamilton along with concerns regarding traffic, noise, dust and buffering that may be generated by the proposed uses allowed within the Planned Unit Development (PUD) Zoning District; and
3. That although the conditions in the proposed PUD Zoning District place some limitations on allowable activities, the potential for expanding the size of the concrete crushing use and thus potential adverse impacts as mentioned above for the surrounding area was considered significant.

It was determined that considering all of the facts and evidence that the proposed rezoning to a PUD Zoning District as set forth in Ordinance O-19-06 was not in keeping with and/or consistent with desirable overall growth patterns and/or existing uses within the adjacent areas nor consistent with the City's Comprehensive Plan. The reasons for denial set forth herein were based on the competent substantial evidence, testimony, exhibits/information before the City Commission and comments of public officials and comments from the Applicant and all interested parties and members of the public who testified at the Public Hearing held in this matter.

Any decision of the City Commission may be appealed in accordance with applicable Florida law.

Sincerely yours,

Merle Bishop, Growth Manager Director

Enclosure

cc: Honorable Mayor and City Commissioners  
Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Eric Labbe, Planning Manager  
Frederick J. Murphy, Jr., Esquire, City Attorney  
Vanessa Castillo, MMC, City Clerk  
Gary W. Carnes  
Charles M. Carnes





























































Winter Haven's  
Newest Event  
Venue









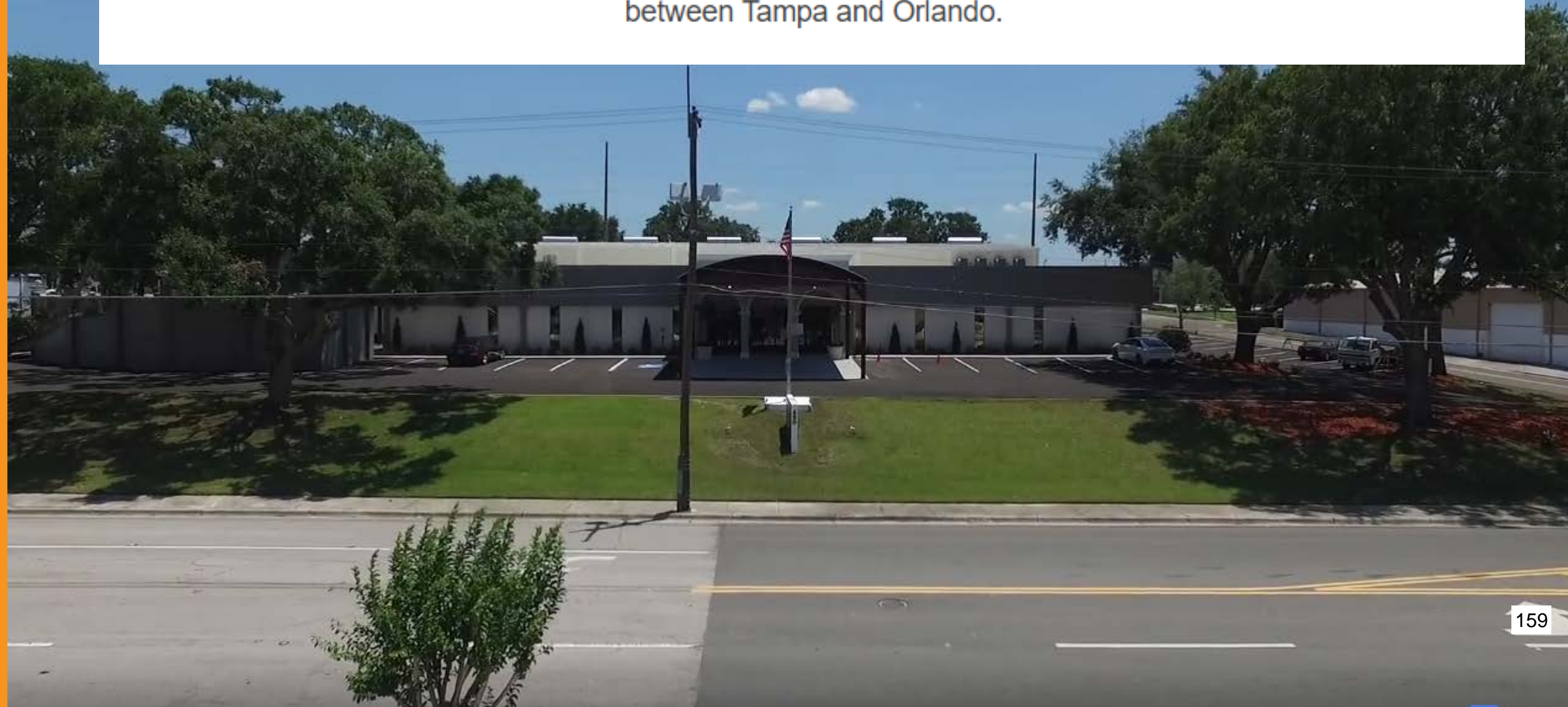
# Photos from Venue 650's post

in Instagram Photos





**Venue 650** is located just a few blocks from the down town area of Winter Haven allowing us to embrace the charm and warmth of our community. Our location makes us central to all local attractions convenient between Tampa and Orlando.



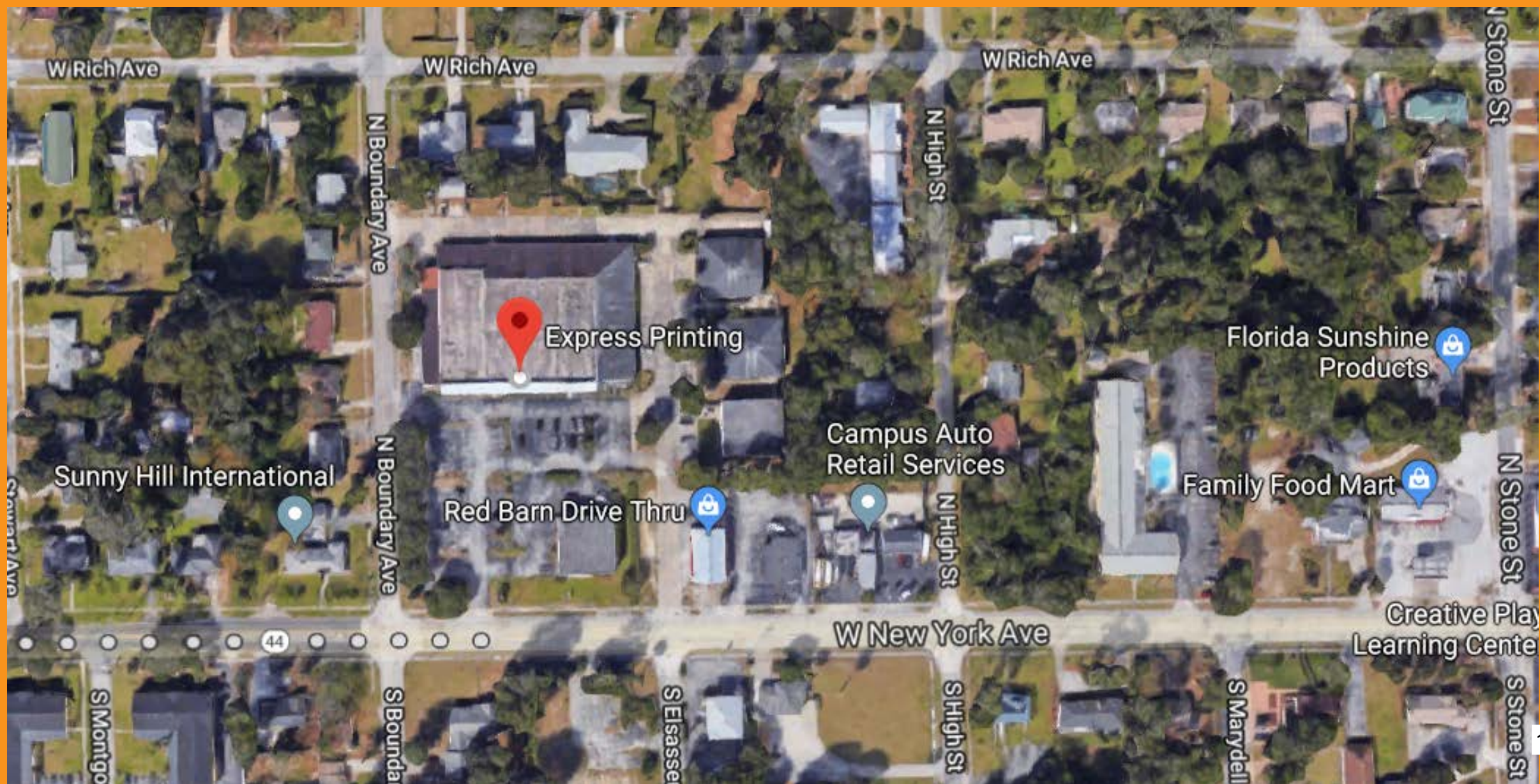








































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**BOARD OF COUNTY COMMISSIONERS  
POLK COUNTY, FLORIDA**

**Applicant:** Carter Engineering

**Property Owner:** Paul Schulz

**Case Number:** CU 16-12

**Project Number:** DMS 58603 (Outback Oasis)

**ORDER DENYING CU 16-12 WITH PREJUDICE**

THIS MATTER came before the Polk County Board of County Commissioners ("Board") on August 16, 2016 at a public hearing held in accordance with the Polk County Land Development Code ("LDC") and the Polk County Comprehensive Plan ("Comp Plan"), pursuant to the application for a conditional use ("CU") for Case No. CU 16-12 (the "Application"). The Board fully incorporates herein the entire record for the public hearing of CU 16-12. The Board having been fully advised in the premises, makes the following findings of fact and rulings for this, its written order for CU 16-12, in accordance with §125.022, Florida Statutes:

1. The Applicant, Carter Engineering ("Applicant"), submitted an application on behalf of the property owner, Paul Schulz, ("Property Owner") for a CU to allow a High Intensity Recreation facility allowing events of 250 or more people and retails sales or concessions and souvenirs on a 8.45 acre site ("Subject Property"). The Subject Property is located on the west side of Country Club Road South, near the Winter Haven city limits, in Section 24, Township 28, and Range 26. The Subject Property and the surrounding properties have a future land use designation of Residential Low-1 (RL-1) within the Urban Growth Area (UGA).

2. The Application proposes a High Intensity Recreation facility to allow the Property Owner to host wedding ceremonies and receptions, group gatherings, fundraisers, and other events on the Subject Property along with vendor/retail sales such as gift shops to sell souvenirs. LDC section 303 requires all High Intensity Recreation facilities to comply with the following standards:

1. All outdoor lighting shall be directional and shall not directly radiate onto adjacent properties.
2. All structures and associated activities located in or adjacent to residential districts shall be limited to operation from 7:00 a.m. to 10:00 p.m.
3. All access points shall have at a minimum 50 feet of road frontage on a paved public road.



4. Buildings or structures used for or in connection with any such use shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
5. Off street parking or loading spaces shall be located at a minimum of fifty feet from adjoining property which is in a residential district.
6. Any proposal for a recreational facility in a location that will render a legal use nonconforming shall require a Level 3 Review.
7. Food and retail sales shall be limited to concessions during events. Continual food or retail sales or services provided at High Intensity Recreation Facilities shall require a Level 4 Review. During the Review the Board shall determine that the activity meets the following criteria:
  - a. The activity is clearly subordinate and incidental to the primary recreational use; and,
  - b. The activity is directly related to the performance of the recreational activity.
8. Alcohol sales shall be limited to One, Two or Three Day Permits (ODP or SODP), no more than three (3) times per year per location (at the time of adoption, this license was referenced to Section 561.422 F.S).
9. RV Camping shall be limited to 10% of the facility and restricted to stays of 30 days or less.
10. The required number of parking spaces shall be determined by DRC during Level 2 Review using the following information provided by the applicant:
  - a. Average daily attendance,
  - b. Maximum peak event attendance; and,
  - c. Off-site parking alternatives.

3. The Application requires a level 4 review before the Board pursuant to LDC section 303. The purpose of a level 4 review is to evaluate whether the requested development meets minimum development standards in the LDC, other county development regulations, and to provide a compatibility review. *See* LDC § 907A. Additionally, the Board must consider the following factors set forth in section 907A:

1. The compatibility of non-residential uses near or adjacent to residential land uses or vacant land designated as residential;
2. The compatibility of proposed residential uses in proximity to existing residential densities of a significantly different density;
3. Where there are specific characteristics of the proposal which may result in potential adverse off-site impacts. Site characteristics such as a dumpster, driveway, drive-through window, or buffer will be reviewed to determine compatibility and possible mitigation of impacts not deemed compatible;
4. The effects of noise, vibration, air pollution, glare and odor may adversely impact the use of adjacent properties shall be reviewed and, where appropriate, conditions for mitigation imposed;

5. Whether the requested development meets minimum development standards as stated in this Code, and other County development regulations; and to provide for compatibility; and
6. The development plan and impacts are outlined in an Impact Assessment Statement which mitigates any impacts of the project and is prepared pursuant to Section 910.

4. The Application is in addition to the Low Intensity Recreation use already approved by the County's Development Review Committee in October 2015. Expanding the Low Intensity use to High Intensity allows the Property Owner to hold larger and longer events. Low Intensity events are limited to 250 attendees and must end by 8 p.m.; however, High Intensity events have no maximum attendance cap and may last until 10 pm.<sup>1</sup> Additionally, with High Intensity approval, the Property Owner can use public address systems and loud speakers on the Subject Property, which are prohibited for Low Intensity events. Finally, High Intensity approval enables the Property Owner to have continual food or retail sales or services and RV camping, which are not allowed with a Low Intensity facility.

5. Except for the Subject Property, the development along Country Club Road is residential and has been since the adoption of the Polk County Comprehensive Plan in 1991.<sup>2</sup> The road itself is a winding, tree-lined, two-lane road. Development along Country Club varies between denser residential subdivisions, estate-sized residential parcels, and/or open pasture for cattle and horse grazing. Hamilton Pointe, located less than a mile from the Subject Site, is one of the first residential subdivisions on Country Club Road. It was developed in 1990 and consists of 107 homes. Other neighborhoods include Hampton Cove, Hamilton West, Gates at Lake Region, Crossroads at Lake Region, and Country Club Estates. In total, there are more than 600 homes located along Country Club Road that are within a mile of the Subject Property.

6. On July 6, 2016, the Planning Commission held an advertised public hearing for CU 16-12. Ms. Brigitte D'Orval, of the Polk County Land Development Division, presented a slide show depicting the facility, surrounding area, and relevant land development policies. Ms. D'Orval testified that the Development Review Committee (DRC) recommended approval of the application. The Planning Commission also heard from the Applicants, Mr. David Carter, P.E., and Mr. Blaine Carter, who testified regarding the Application's compatibility with surrounding residential uses, and the measures taken by the Property Owner to mitigate noise and traffic impacts. Adjacent residents testified in opposition to the CU. The residents were primarily concerned with the intrusion, expansion, and incompatibility of a commercial use in a residential neighborhood. Many of the residents opposing the CU have lived in the neighborhood since the early 1990s and specifically choose this area of the County for its quiet, rural atmosphere. Mr. and Mrs. Whisler, whose home is less than 100 feet from the Subject Property, testified that amplified music from prior events could be heard from within their home and was disturbing to

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<sup>1</sup> Prior to the Board hearing, the Property Owner agreed to limit his request to eight (8) events per year with a maximum of 500 people, and to cease amplified sound at 9:30 p.m. on Friday and Saturday nights and 9 p.m. on every other night.

<sup>2</sup> The Country Club of Winter Haven, formerly known as Lake Region Country Club, is one of the only non-residential uses on Country Club Road. However, it has also been in existence since the early 1960s and prior to the County's adoption of the Comprehensive Plan.



them and their son. The Applicant testified that the Property Owner has since taken steps to mitigate the sound impacts, including building a sound wall and providing his own speaker system. The Planning Commission recommended approval to the Board with a vote of 5-2.

7. On August 16, 2016, the Board held an advertised public hearing for CU 16-12. Again, Ms. Brigitte D'Orval, of the Polk County Land Development Division, presented a slide show depicting the facility, surrounding area, and relevant land development policies. Ms. D'Orval testified that the Development Review Committee (DRC) recommended approval of the application. The Applicant presented testimony from the following witnesses, which the Board accepted as expert witnesses in their respective fields of expertise: Mr. David Carter, P.E., and Mr. Blaine Carter, experts in the field of civil engineering; Mr. R. Sans Lassister, P.E., an expert in the field of traffic engineering; and Ms. Susan McDonough, an expert in the field of environmental and sound engineering. Mr. Blaine Carter presented a slideshow depicting the Subject Property, site plan, and surrounding uses. Mr. Blaine Carter further testified regarding the Application's compatibility with the surrounding residential uses. Mr. Lassister testified regarding the traffic impacts, and, in his opinion, Country Club Road has adequate capacity for the proposed Recreation High Intensity use. Finally, Ms. Susan McDonough testified regarding the noise impacts generated by Subject Property, and she opined that the actions taken by the Property Owner, including the addition of the sound wall, will mitigate the noise to acceptable levels for the neighboring residents.

8. The opposition was represented by Mr. John Wood, Jr., Esquire and Ms. Jennifer Fulks, Esquire. Ms. Fulks presented a slideshow illustrating the residential character of the properties near and surrounding the Subject Property. The neighboring residents again testified regarding the intrusion, expansion, and incompatibility of a commercial use in an established residential area. Many residents testified that they specifically chose to build their dream homes on Country Club Road because of the peace and quietness of the area. The opposition also presented the testimony of Mr. Michael Joachim, AICP, who was accepted by the Board as an expert in the field of land planning. Mr. Joachim opined that the Application does not meet the LDC's definition of compatibility given that the intensive non-residential use is more commercial in nature and thus not compatible with the existing low-density residential development. Further, he opined that the proposed CU conditions are not adequate to mitigate the application's incompatibility and will be difficult or unfeasible to enforce. At the end of the public hearing, the Board voted 4-0 to deny CU 16-12.<sup>3</sup>

9. One of the eight guiding "Basic Principles" of the Comprehensive Plan states that residential neighborhoods are collectively recognized as an important asset to be protected. *See* Division 1.200 BASIC PRINCIPLES. The policy also states that Polk County recognizes its responsibility to protect the health, safety, and welfare of its citizens while providing a high quality-of-life for all of its residents by promoting an orderly, efficient, economically sound, harmonious, safe, and healthful living environment. *Id.* In this case, preventing further commercialization of a well-established residential neighborhood promotes the "Basic Principles" found in the Comp Plan.

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<sup>3</sup> Commissioner Dantzler recused himself from the proceedings due to a conflict of interest.

10. The Comp Plan and LDC define Compatibility as follows: "A condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition." Here, the Board finds that the proposed use set forth in the Application to further intensify a commercial, non-residential use is not compatible with the well-established residential neighborhood along Country Club Road, and sound and traffic impacts to the neighborhood cannot be adequately mitigated or buffered. Furthermore, approving the Application would open the door to more intense future commercial activity in this quiet, residential neighborhood. Therefore, the Application is inconsistent with the Comprehensive Plan and LDC policies, including without limitation, the following: Policy 1.200 BASIC PRINCIPLES; Policy 2.102-A2: COMPATIBILITY; Policy 2.012-A10: LOCATION CRITERIA (specifically, subsection a.); and LDC section 907. Furthermore, no evidence was presented regarding the factors listed in subsections 7.a.-b. under the High Intensity Recreation category of LDC section 303; the Applicant has the burden of producing competent substantial evidence to support the Application in that regard.

11. Per LDC section 933, after a petition for an action for a property has been denied by final decision of the Board, a re-application for requests without material changes, on the same property shall not be heard by the Board for a period of one year after the final decision.

It is therefore ORDERED AND ADJUDGED as follows:

For the reasons set forth above, and in accordance with the Polk County Comprehensive Plan and the Polk County Land Development Code, the Board hereby denies CU 16-12 with prejudice. Therefore, pursuant to LDC section 933, a request for a conditional use permit may not be heard by the Board for a period of one year from the date of this order.

DONE AND ORDERED in Bartow, Polk County, Florida, in regular session this 6th day of September, 2016, by the Polk County Board of County Commissioners.

**Polk County Board of  
County Commissioners**

**ATTEST: Stacy M. Butterfield, Clerk  
and Auditor to the Board**

By: \_\_\_\_\_  
John E. Hall, Chairman

By: \_\_\_\_\_  
Deputy Clerk

cc: Paul Schulz, Property Owner  
Carter Engineering, Applicant's Engineer  
John Wood, Jr. & Jennifer Fulks, Opposition's Counsel  
Land Development Division Official File  
Erin Valle, Clerk of Court (under separate cover)



## Introduction

It is the vision of the City of Winter Haven to provide a future growth plan that will protect and invigorate existing residential and commercial areas while encouraging compatible and innovative new development; protect natural features, set aside areas for recreation and public facilities, and support the sustainable development of the City's urbanizing areas for the greater good of current and future residents and businesses. The Future Land Use Element is the traditional keystone of the Comprehensive Plan and sets out the physical plan for the future development of the City. The Future Land Use Element describes the appropriate location for land uses and establishes the policies that will guide development. Specifically, it is hoped that the following element will be viewed as a general vision for the future growth of Winter Haven with the specific requirements for growth being addressed by the City's zoning map and land development regulations. The attached Future Land Use Map, like the Future Land Use Element, is intended to be viewed as the general land use plan for the City. Requirements for specific parcels are determined by the underlying zoning districts. The Future Land Use Map is only to serve as the guide for the assignment of compatible zoning districts. In closing, the Future Land Use Element, and the Comprehensive Plan as a whole, should be viewed as a tool to guide growth.

### GOAL ONE:

**It is the goal of the City of Winter Haven to secure the high quality of its living, working and resting environment by directing the character, location, magnitude, and timing of land uses; in order to maximize economic viability, preserve residential tranquility, maintain the value of private and public investment in the community, protect the natural environment, enhance the City's unique sense of place, respect the City's cultural and architectural heritage, and ensure the City's sustainability for future generations.**

***OBJECTIVE 1.1:*** Winter Haven shall manage growth and development as an urbanized - development area, in which the area is currently served, or is programmed to be served within the next five years, by municipal central sanitary sewerage and potable water systems.

**Policy 1.1.1:** Serve growth and development in the Utility Franchise Area with sanitary sewer service and potable water service, and encourage the annexation of legally adjoining areas into the City.

**Policy 1.1.2:** Provide and program urban services, in addition to water and sewer, that support growth and development, including: the urban roadway/multi-modal network, recreational facilities, solid waste collection and disposal, and drainage facilities. Limit growth and development until said infrastructure and services are provided concurrent with development.



Example of development typical of a Traditional Residential Area

**Policy 1.2.4:** Continue the development of a multi-modal transportation network to serve the higher intensity uses located within the Central Urban Core. Require developers of new projects within the Central Urban Core to provide multi-modal components such as sidewalks and transit stops where none exist. Annually include projects in the 5-Year Schedule of Capital Improvements that are needed to eliminate gaps in the multi-modal network.

**Policy 1.2.5:** To promote the continued development of a multi-modal transportation network within the Central Urban Core, develop and implement Land Development Regulations that reduce the amount of required on-site parking for uses located adjacent to or within 1,320 feet (1/4 mile) of a transit route or 2,640 feet (1/2 mile) of a transit terminal or with a dense sidewalk/trail network.

**OBJECTIVE 1.3:** *Promote a compact and efficient growth pattern for new development located within urbanizing areas surrounding the City's Central Urban Core by maximizing the use of existing and planned utility, roadway, transit, and public school infrastructure.*

**Policy 1.3.1:** *Residential Estate.* Very low density residential, crop land, groves, horticultural uses, livestock, nurseries, orchards, pasture land, and silviculture land uses may be mapped on the Future Land Use Map as Residential Estate. Residential Estate uses should be located at the perimeter of the City on lands where there is the desire to continue agricultural uses or the development of higher intensity urban uses is not expected for a minimum of five (5) years.

A. Residential uses up to two (2) dwelling units per acre.

B. Residential Estate Future Land Use shall not be assigned to properties located within the Central Urban Core of the City.





Development typical of a Residential Estate Area

**Policy 1.3.2:**

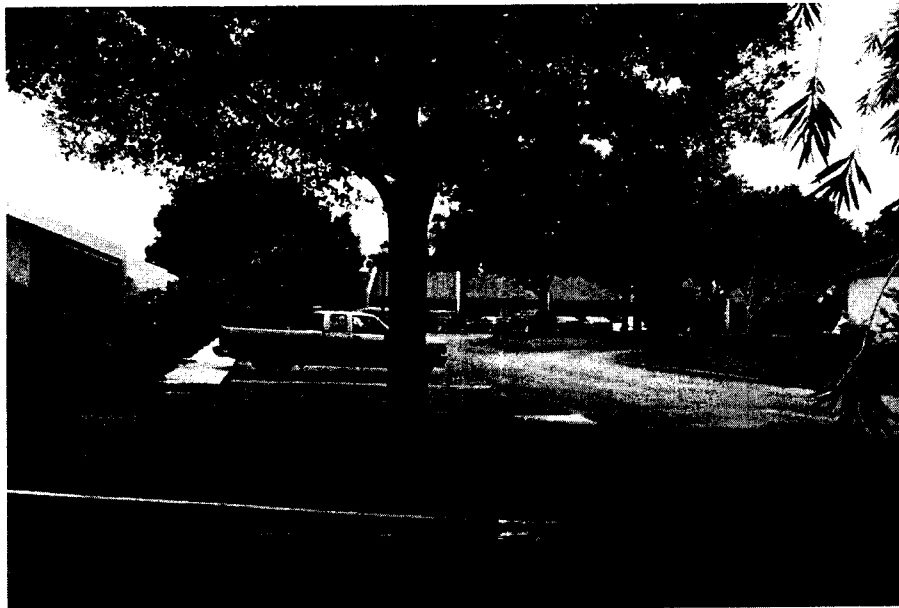
*Residential-Low Density.* Attached, detached, and manufactured residential uses ranging in density from 2.01 to 10.0 dwelling units per acre shall be mapped as Residential-Low Density on the Future Land Use Map. Secondary uses that are generally compatible with Residential-Low Density include houses of worship, schools, and recreational uses such as clubhouses, golf courses, and playgrounds.

- A. Properties designated as Residential-Low Density may be located along existing or proposed arterial, collector, or local streets. Where properties designated as Residential-Low Density are located along an arterial roadway, no individual platted lots shall directly access the arterial street.
- B. To further the objective of creating a compact and efficient growth pattern, all new residential subdivisions shall be required to connect, when possible, to existing adjacent subdivisions, and/or provide for future access to adjoining vacant tracts of land.
- C. All residential subdivisions containing 60 or more building lots should provide a minimum of two access points, and when possible, access points on to multiple roadways.
- D. Residential development planned as a single, mixed-use development may include one non-residential use, occupying not more than one acre of land, including parking and stormwater retention facilities, and limited to local convenience and service areas, for every 50 dwelling units. The non-residential use shall not exceed 5,000 square feet of gross leasable area.

- E. Any parcel located along or within 1,320 feet (1/4 mile) of an established or proposed fixed transit route may be permitted up to 12 dwelling units per acre
- F. The maximum intensity for assisted living facilities, nursing homes, and dormitories shall be 20 beds per acre.



Detached development typical of a Low Density Residential area



Attached development typical of a Low Density Residential area



**Policy 1.5.12:** Require applications that request to amend the Future Land Use Map on parcels that are wholly or partly within areas identified as known or potential habitats for endangered or threatened vegetative and wildlife species include an inventory of all listed species. If listed species are found on the site or would be affected by the proposed Future Land Use amendment, a specific management plan must be prepared by the developer, including necessary modifications to the proposed amendment, to ensure the preservation of the listed species and their habitat.

**OBJECTIVE 1.6:** *Utilize land development regulations and zoning districts to implement the goals, objectives, and policies of the Comprehensive Plan for development on individual properties.*

**Policy 1.6.1:** Maintain and implement land development regulations that define the standards and criteria for the use, density, intensity and compatibility of land, water, and adjacent land and water uses. By 2014, conduct a review of the Unified Land Development Code (ULDC) for consistency with the 2025 Comprehensive Plan. Where necessary, adopt changes to the ULDC to ensure implementation of the Comprehensive Plan.

**Policy 1.6.2:** Utilize zoning districts and the official zoning map to implement adopted Future Land Use designations and policies.

**Policy 1.6.3:** Maintain and implement land development regulations that establish standards and criteria for the subdivision of land. At a minimum consider the following:

- A. New residential subdivisions shall be designed so that all lots have access to the internal public or private street system, and lots on the periphery of the subdivision are buffered from major roads and adjacent, incompatible land uses.
- B. New residential subdivisions and development shall be designed with an efficient traffic circulation system that respects the topography of the site, provides for collector streets or direct access to a collector where feasible, limits direct access from lots to arterial streets, and reserves "stub out" streets to vacant tracts of adjacent land in support of the overall traffic circulation pattern of the developing area.

- Policy 1.6.4:** Maintain and implement land development regulations that establish standards and criteria for the maintenance and enhancement of the natural landscape, the provision of buffers, the shading of impervious surfaces, the establishment of street trees throughout the City, and development of standards for streetscape in certain transportation corridors.
- Policy 1.6.5:** Maintain and implement land development regulations that establish standards and criteria for separating incompatible uses from one another by using landscaping, fences and walls, berms, or stormwater retention areas for separation.
- Policy 1.6.6:** Develop and implement Land Development Regulations requiring the use of native, Florida-Friendly, or drought tolerant landscaping for all new residential, commercial, institutional, or industrial developments within the City.
- Policy 1.6.7:** Maintain and implement Land Development Regulations that establish standards and criteria for the regulation of signs. Periodically review and update sign regulations to address new technologies and recent court rulings that relate to signage.
- Policy 1.6.8:** Maintain and implement Land Development Regulations that establish standards and criteria for the regulation of off-street traffic flow and parking for different types of vehicles. By 2014, develop requirements or incentives to limit the amount of excess off-street surface parking in the City.
- Policy 1.6.9:** Residential, commercial, and industrial land development will be timed or phased in conjunction with the provision of supporting infrastructure; including street, water and sewer line extensions, water and wastewater treatment plant capacity, storm water management facilities, solid waste disposal, recreation facilities and open space, and public school facilities.
- Policy 1.6.10:** Enforce the Concurrency Management System and Land Development Regulations that specifically define the standards and criteria for the adherence to and maintenance of the Levels of Service (LOS) standards established in the various Elements of this Comprehensive Plan by the mandating that development orders and permits shall not be issued that result in any reduction or degradation of an LOS below the adopted standard.
- Policy 1.6.11:** Implement guidelines designed to prohibit expansion and replacement of land uses that are incompatible with this Future Land Use Element, particularly in Conservation areas.



**Policy 1.6.19:** All new developments proposed for locations where identified known or potential habitats for endangered or threatened species exist will be required to provide an inventory of all listed species prior to receiving development approval.

**OBJECTIVE 1.7:** *Coordinate development review, analysis, approval, and issuance of development orders and permits with adjacent jurisdictions for those developments exceeding thresholds adopted by local, regional, and state agencies and governments.*

**Policy 1.7.1:** Maintain land development regulations that define the standards and criteria to coordinate development review, analysis, approval and issuance of development orders and permits for those projects exceeding adopted thresholds to ensure consistency between Comprehensive Plans; and to reduce, mitigate or eliminate potential adverse impacts of such development proposals; between the City of Winter Haven, Polk County, and adjacent municipalities of Auburndale, Lake Alfred, Eagle Lake, and Haines City.

**Policy 1.7.2:** Maintain Land Development Regulations that define the standards and criteria to coordinate development review, analysis, approval and issuance of development orders and permits for those projects exceeding adopted thresholds; with the Central Florida Regional Planning Council, the Southwest Florida Water Management District, the Florida Department of Transportation, other State, and any Federal agencies deemed to have a significant interest in the development proposal.

## **GOAL TWO:**

**Eliminate and prevent blight within residential, commercial, and industrial areas in the City.**

*Objective 2.1 Restore, preserve, and strengthen the City's traditional residential neighborhoods through the use of neighborhood plans, selected area studies, and corridor plans.*

**Policy 2.1.1:** Neighborhood Planning Areas may be designated as overlay districts on the City's Official Zoning Map as deemed necessary to plan for the future development and redevelopment of neighborhoods that warrant planning and design considerations of greater specificity than the general lot and building requirements established in the Land Development Regulations.

*Commercial* means relating to or is connected with any aspect of buying or selling any goods, products, or services.

*Commercial building* shall mean any structure which is used for commercial purposes and other structures which are located on property which is primarily used for commercial purposes whether or not said structure is actually used for commercial purposes itself.

*Commercial uses* shall mean activities within land areas which are predominantly connected with the sale, rental and distribution of products, or performance of services (§ 9J-5.003 FAC).

*Commission* shall mean the City commission for Winter Haven, Florida.

*Communication antenna* shall mean any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals, or other communications signals.

*Communication tower* shall mean any structure that is designed and constructed primarily for the purpose of supporting one (1) or more communication antenna for telephone, radio, and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, camouflaged towers, and any support structures thereto.

*Compatibility* shall mean a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition (§ 9J-5.003 FAC).

*Concurrency* shall mean the necessary public facilities and services to maintain the adopted level of service standards are available when the impacts of development occur (§ 9J-5.003 FAC).

*Concurrency management system* shall mean the procedures and/or process that the local government will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development (§ 9J-5.003 FAC).

*Concurrent with the impacts of development* shall mean pursuant to § 9J-5.0055(2), FAC, concurrent with the impacts of development shall be satisfied when: the necessary facilities and services are in place at the time a development permit is issued; or a development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or that the necessary facilities are under construction at the time a permit is issued; or that the necessary facilities and services are guaranteed in an enforceable development agreement that includes



## **FINDINGS OF FACT**

### **On the Future Land Use Plan Request Ord-19-08**

1. The proposed Future Land Use Changes do not comply with the City Comprehensive Plan or State Statutes(F.S. 163).
2. The uses proposed are not compatible with the existing development pattern of the area which consists of low-density residential development (significantly less than 3 D.U. per acre) and agriculture(F.S. 163).
3. These Future Land Use Changes would place a much larger burden on Country Club Road. Even though it has enough capacity it has a dangerous curve and is neither safe nor lighted. The road has no shoulders, is not lighted, passing is not safe, and just two rural lanes.
4. The City's Future Land Use Map requires amendment prior to adoption of the proposed PUD zoning ordinance. Because the plan amendment is a large-scale amendment The State's Office of Economic Opportunity must first approve the amendment which is not consistent with the Growth Management Act(F.S. 163).
5. The City's intent is to be compatible with the County Comprehensive Plan and zoning. The new proposed Future Land Use Categories increase the density and intensity over the County Future Land Use.
6. Commercial land use, and event/conference center are not compatible with the existing land use patterns. The current

land use pattern is very low density residential and has no commercial.

7. An event and conference Center are not compatible with the Neighborhood Activity Center, future land use designation.
8. The proposed change requires the intersection of two collector roads. Sage Road does not exist. Ad therefore there is no intersection of two collector roads.
9. The proposed change includes Kangaroos which are considered exotic animals and not address in the City's zoning or comprehensive plan.
10. The Future Land Use proposed in not compatible with the existing development pattern, constitutes sprawl, creates an unsafe development pattern along Country Club Road.

**We respectfully request the City Commission to deny the Comprehensive Plan Change.**



## **On the Zoning request Ord. 19-09**

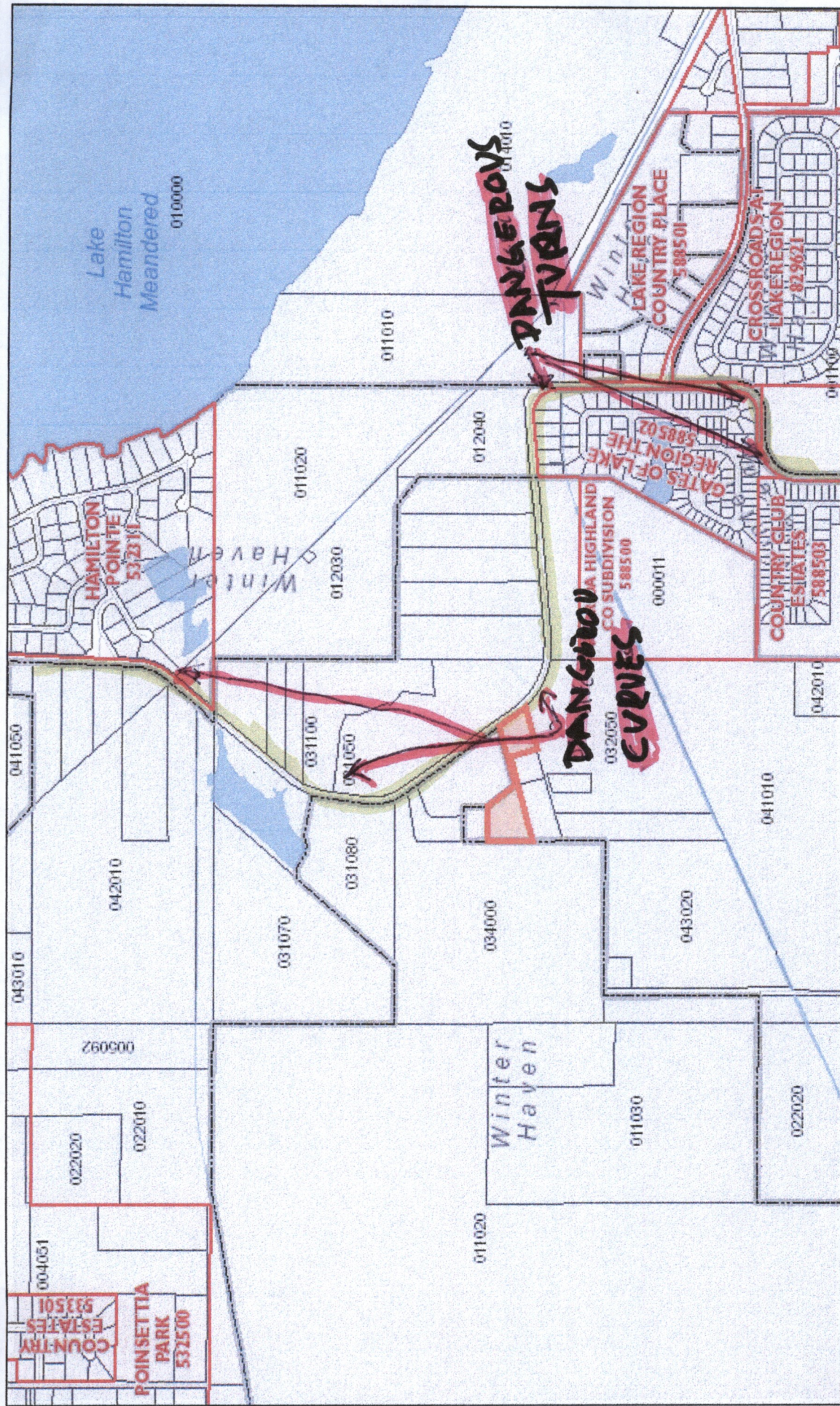
1. The PUD application as submitted does not comply with the currently adopted Comprehensive Plan pursuant to Policy 1.3.5.E.
2. The uses proposed are not compatible with the existing development pattern of the area which consists of low-density residential development (significantly less than 3 D.U. per acre) and agriculture.
3. This development would place a much larger burden on Country Club Road. Even though it has enough capacity it has dangerous curves, has no shoulder, and is neither safe nor lighted.
4. The proposed PUD includes development that is not compatible with existing development. It allows lots that are 5000 and 2000 square feet and zero setback for multifamily.
5. Allowing 400 dwelling unit, commercial, conference center and more is incompatible with the existing infrastructure and patterns.
6. Commercial land uses are not compatible with the existing land use patterns and a building of 40,000 square feet would not be allowed in Neighborhood Activity Center. The initial 8,000 square feet of commercial isolated from any other intensive development would not be compatible either.
7. Event and Conference Center exceeds the uses to support a neighborhood. Instead event and conference uses are established to draw visitors from outside the neighborhood. As such, the event and conference use as proposed are not compatible with a Neighborhood Activity Center and would have varying transportation impacts.
8. The event venue and conference center are not clearly defined and could allow very intensive uses.

9. Medical uses likewise are beyond intent Neighborhood Activity Center. To be practical the medical uses would be required to attract consumers from outside the neighborhood to be successful.
10. The right-of-way for Sage Road is not complete, has not been constructed and therefore is not collector road. This fact makes the change inconsistent with Neighborhood Activity Land Use and the Zoning requirement. It is indicated that the applicant should construct the road but there is not provision or guarantee that it will be built. The road is not in the Capital the Capital Improvements budget.
11. Minimum lot areas of 5,000 square feet and 2,000 square feet are not compatible with the existing land use pattern or the general pattern of the city.
12. A minimum of 800 square feet living area per dwelling unit would not be compatible with the existing patterns in the city.
13. A minimum rear yard setback of zero feet would leave no space between buildings.
14. Accessory structures are not clearly defined or limited
15. . Sign heights should relate to the speed of the road and type of neighborhood.
16. Center line for the right of way should be based upon County standards  
. No commercial development should be considered or identified on the City's Future Land Use Map until after Sage Road is built to City adopted standards.
17. No outside music, whether amplified or not, should be allowed.
18. This change as proposed does not conform with the City's Comprehensive Plan or development regulation.



**We respectfully request the City Commission deny the application.**





- Selected Parcel
- Subdivisions
- Major Roads
  - Interstate 4
  - Parkway
  - Highways
- Roads
  - Water lines
  - Waterbodies
  - Municipal Boundaries
  - Dimensions\_ParcelFabric
- Railroads
- Parcels
  - Tax
  - Separated Right
  - Surrounding Counties

All maps are worksheets used for illustrative purposes only. They are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

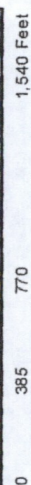


Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida





S PRAWL F. S. 163  
WOULD BE CONSIDERED



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida

NOTE: AGRICULTURE  
+ LAEGP LOTS DOMINANT

- ☐ Selected Parcel  
**Major Roads**  
☐ Interstate 4  
☐ Polk Parkway  
☐ H ways
- Waterbodies  
 Municipal Boundaries  
 Lot and Block Text  
 Dimensions\_ParcelFabric
- Parcels**  
☐ Tax  
☐ Separated Right  
☐ Surrounding Counties  
☐ PLSS Townships
- ☐ PLSS Sections  
 --- PLSS Boundaries  
☐ Gov't Lots
- Note: Aged
- 197



## William Twyford

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**From:** Craig Merrill <merrillcraiga@gmail.com>  
**Sent:** Monday, January 7, 2019 3:58 PM  
**To:** William Twyford  
**Subject:** Concern about the Paul Schulz/Outback Oasis proposal

Thank you for taking the time to read my email. I wanted to voice my concerns over the proposal coming to the City Commission on the Paul Schulz/Outback Oasis proposal.

The proposal to have a 5 story building and town houses with multiple residents and having seven units per acre is a concern. The surrounding neighborhoods have one and two story single family homes. The large building and townhouses doesn't represent what this part of our beautiful city is about.

This area of town also isn't a commercial area. It has always been a residential area. I know that Sage Road is in the city/county "plans" for 2025. Is there money for this road? Is a commercial area allowed with only one road to access and leave the commercial area? I believe the answer to these two questions is: NO.

I purchase a lot in the Hamilton Pointe subdivision in 2001 and have lived there ever since and plan on raising my family here. I would like my children to remember their neighborhood as quiet, family oriented, and an area they could be proud of. Please keep it this way.

Please contact me if you have any questions.

--

Thank you,

Craig Merrill  
715 Heritage Drive NE  
Winter Haven, FL 33881  
Cell 863-287-2715



## William Twyford

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**From:** Steven Hunnicutt <info@winterhavenelitebaseball.com>  
**Sent:** Wednesday, January 9, 2019 11:51 AM  
**To:** Michael Stavres; Mike Herr; mdantzler@mywinterhaven.com; Pete Chichetto; Nat Birdsong; William Twyford; JP Powell  
**Subject:** Youth Recreation

Happy New Years,

It amazes me, how we are the second largest City in Polk, we have great staff, and great recreational facilities, yet we have a void that needs to be filled for a higher need for the kids that live in our City to play baseball, and yet it appears very difficult to figure out, how we can all work together.

This is not about me, this is about the kids of your City, that want to play baseball, 91 kids signed up for Fall Ball, and 186 have signed up for Spring Ball, I am gaining nothing but a lot of extra hours and time away from home, for your kids/youth, and I cannot tell these kids anything affirmative, I again understand Russ Matt, and I again understand youth recreation baseball.

We have 2 areas of recreation baseball, 2 areas of youth football, one that travels, awesome tennis courts now, and working on a skate park.

We are growing in roof tops, and parents that have moved here, and had their kids involved in Travel Baseball, it is not a for profit, after Fall Ball we have less than \$700 in the bank.

I was first told to go to Eagle Lake, I am not sure we would tell other entities in our city to go to another city if they want to do something.

We are going to be working with Coach Shafer at Winter Haven H.S., and Polk State college, recreation should be opportunities for ALL, and not limited.

Cameron has been a ROCK STAR doing everything he can to work for us, but I know he is limited, and has bosses. We have our Fall Ball Banquet Friday with 200 in attendance, and Tryouts Saturday, and it appears I may have to tell these Parents and Kids we may have to cancel Spring Ball.

We have never asked for anything free, as we do for other entities. The mission statement on Parks and Recreation is dedicated to adding fun to our Community, community athletic programs.

These Coaches/Parents and kids are not asking to take anything away from any other recreational program, or take over fields, all they want is an opportunity to PRACTICE, and pay a fair price, to do something they love, I know I believe in them. Our Facebook Post for Spring Tryouts has been shared to over 13,000 people.

Respectfully,

Steven Hunnicutt

## William Twyford

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**From:** Peter Verrill <pverrill@aol.com>  
**Sent:** Wednesday, January 9, 2019 2:57 PM  
**To:** William Twyford  
**Subject:** Paul Schulz zoning

Dear Mr. Twyford,

I just wanted to voice my support for Paul's project on Country Club Road. I have lived here for almost 28 years and have seen Country Club road evolve over the decades. It is still the prettiest road in Winter Haven and we are happy to be in the City.

I know that a few of my fellow Board Members spoke against his proposal at the Planning Commission. They do not speak for the whole Board nor the homeowners here in Hamilton Pointe. We are far enough away that there should be no appreciable impact on our way of life with what Paul Schulz has in mind. Many of us here and at the Gates of Lake Region feel this could be a win for our home values and a win for the City of Winter Haven.

Thanks for hearing me out.

Peter

Peter Verrill MD,  
Secretary, Hamilton Pointe Homeowners Association



## William Twyford

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**From:** gjraf <gjraf@aol.com>  
**Sent:** Thursday, January 10, 2019 4:00 PM  
**To:** William Twyford  
**Subject:** Schultz Property Proposal

Mr Tyford:

**I am adamantly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

Please do not allow the Schultz Property proposal to be granted.

Thank you Willie for taking the time to read my letter.

Gordon J. Rafool, MD

## William Twyford

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**From:** Thomas R Johnson <tom.and.terri@gmail.com>  
**Sent:** Friday, January 11, 2019 12:03 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
**Subject:** Proposed PUD development P-19-08 and P-19-09  
**Attachments:** Schultz development 2019.pdf; ATT00001.txt

Dear Commissioners:

Attached please find a letter concerning proposed PUD development P-19-08 and P-19-09.

Thank you for your consideration.

Sincerely,

Dr. and Mrs. Thomas R Johnson

407 Horseshoe Ln. NE

Winter Haven, FL 33881



## William Twyford

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**From:** davespowerequipment@verizon.net  
**Sent:** Friday, January 11, 2019 1:51 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell  
**Subject:** Paul Shulz Oasis Property

Commissioners,

I live at 705 Heritage Dr. NE in Hamilton Pointe.

I am requesting that you take the time and look real hard at this project that was passed by the Planning Commission earlier this month. By the way the tie breaker was Mr. Hemenway just by chance is a well known realtor (surprised). I understand that Mr. Shulz is loved by the city but he has turned from known environmentalist to developer capitalist. If not why did he build the road already with a temporary fence?

The impact of traffic and just the wrong placement of this mini Celebration just does not fit our area. I understand that this is the cheapest route for the city to get their prior discussed road extension without footing the total cost, but the ramifications are to impactful.

Many of you know the winding two lane road that even with the new paving barely can handle a full size pickup because it has inadequate shoulders. So to put the main entrance at Country Club Road is totally out of the question. He was annexed into the city because the county turned him down, you needed more tax base so it was accepted. If you pass this at minimal could you please make his main entrance at Sage and Dundee Rd? There is not one piece of commercial business within miles of his operation off a country road around us until West Lake Hamilton and 544.

Please do all of the residents a service and either shoot down his idea or make heavy modifications to fit the neighborhood. Remember all of the wetlands around this area are the headwaters of the Peace River!!

Thanks for your time. See you at the meeting.

Mike Rousch

Dave's Power Equipment LLC  
29722 US HWY 27  
Lake Hamilton, FL 33851  
P 863-438-9888  
F 863-438-9887  
davespowerequipment.com

## William Twyford

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**From:** Gwen Fulks <g.fulks@aol.com>  
**Sent:** Sunday, January 13, 2019 6:17 PM  
**To:** William Twyford  
**Subject:** Opposition to Shulz Development

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units or more per acre versus our current 2.87 units per acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.
3. Other concerning issues would be significant increases in noise and traffic on Country Club Road which would be the major access point to said property.

Please do not allow the Schultz Property proposal to be granted.

Thank you,  
Gwen Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881



## William Twyford

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**From:** Charles Matthews <fngrower@aol.com>  
**Sent:** Monday, January 14, 2019 8:54 AM  
**To:** Brad Dantzler; JP Powell; Nat Birdsong; Pete Chichetto; William Twyford  
**Subject:** Case numbers P-19-08 and P-19-09 Schulz Property

Dear Commissioners,

I am a resident of Hamilton Pointe in NE Winter Haven approximately 1,400 feet north of Mr. Schulz property on Country Club Road. I recently attended the Winter Haven Planning Commission meeting on January 3rd where Mr. Schulz's representative presented his plan to assign Residential-Low Density and Neighborhood Activity Center land uses to four annexed parcels and assign Planned Unit Development zoning to the same parcels. Although Mr. Schulz has been a reasonable neighbor in the past and developed the property to the benefit of the Country Club Road neighborhood this current proposal is contrary to past efforts and will be a detriment to the area.

His proposal for an "aging in place" concept is **NOT** consistent with the area given the density of **7.12** units/acre compared to the surrounding area with an average density of **2.87** units/acre nor is his commercial land use consistent with the area or the 2025 Winter Haven Comprehensive Plan. The Comprehensive Plan requires Neighborhood Activity Centers to be developed within 1,500 feet of an intersection of two existing or planned arterial or collector streets. The Planning Commission staff based their recommendations on the completion of Sage Road and its intersection with Country Club Road. According to the 2040 County Transportation Plan, Sage Road does not have an existing need for expansion or construction. Further complicating Sage Road development is the lack of right-of-way across the "county maintained" portion.

**For the above reasons of inconsistent density and land use, I am adamantly against the development as proposed by Mr. Schulz! I would implore the Commissioners to strongly consider the inconsistencies with this plan and reject it at their earliest opportunity.**

Charles Matthews  
307 Hamilton Shore Dr. NE  
Winter Haven, FL.

## William Twyford

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**From:** Anne Wood <awood.johnwoodmanagement@gmail.com>  
**Sent:** Tuesday, January 15, 2019 11:25 AM  
**To:** William Twyford  
**Subject:** Planning Commission applications P-19-08 and P-19-09 Outback Oasis  
**Attachments:** P1908 P1909 memo.pdf

Commissioner Twyford,  
Attached please find a letter with concerns regarding the above applications by Paul Schulz that will be the subject of your Commission meeting on January 28, 2019. I would appreciate you taking the time to read our concerns and comments. If you have any questions, please don't hesitate to give me or my husband a call. We would be happy to discuss our concerns in person or on the phone.

Thank you for your time.

Sincerely,

Tom and Anne Wood

Tom - 863-287-9663  
Anne - 863-604-0930

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**Anne V. Wood**  
**Chief Financial Officer**  
John Wood Realty, Inc.  
3601 Cypress Gardens Rd., Ste A  
Winter Haven, FL 33884  
Office - 863.324.9663  
Cell - 863.604.0930



RE: Winter Haven Planning Commission  
Case Numbers P-19-08 and 9-19-09

My name is Anne Wood. I reside at 4135 Country Club Rd, Winter Haven, FL 33881. My husband, Tom, and I own approximately 30 acres east of the Paul Schulz property which is the subject of these applications.

We attended the neighborhood meeting held by Paul Schulz on December 13, 2018 and the City of Winter Haven Planning Commission Meeting on January 3, 2019.

There are 3 issues that we would like to address within the applications.

- 1) Although we are not necessarily opposed to the project and the Neighborhood Activity Center designation Mr. Schulz is requesting, we feel strongly that approval of the PUD and the NAC must be contingent upon Sage Road being completed between Dundee Road and the applicant's property. The City's Comprehensive Plan states that NAC's shall only be located along existing or proposed arterial or collector streets. We do not believe that the "identification of the Sage Road connection in the 2025 Comprehensive Plan's future Roadway Network Maps" qualifies the road as being "proposed". The additional language in the staff's recommendation that allows the roadway easements to revert back to the owner or any successor owner, if the road is never built, further amplifies this point. We do not think the City should be negotiating away its right to this easement if this road is truly a benefit to the residents. It appears that the certainty of the Sage Road extension, by Staff's own language, is not definite. As a result, the NAC designation should be denied until the connector is in place.

Country Club Road being the primary ingress and egress point for the NAC and the proposed 5 story Assisted Living Facility is just not reasonable or safe. We know that these types of facilities have a significant number of emergency vehicles coming and going at all times of the day. Country Club Road is a narrow, curvy road with no shoulder. There is no place for traffic to pull off when encountering an emergency vehicle. The best access point for these types of vehicles to the proposed PUD would be at the intersection of Sage Road and Dundee Road. This connector provides a much safer alternative for the residents, the First Responders and the neighbors along Country Club Road.

For these reasons stated, we believe that that the Commissioners must require this connector be in place or, at a minimum permitted, before granting approval of these applications.

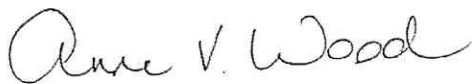
- 2) However, if this PUD and zoning are approved, we would ask for specific limitations. We recognize the value of the easements being granted by the applicant and the unique nature of this situation with the potential collector road for the community. But we do not want the City to set a precedent that would allow for an extension of Sage Road

across Country Club Road to the property adjacent to ours. We would request that this NAC be granted on a specific case basis in exchange for the easements being granted and that no additional NAC's or commercial zoning would be allowed to connect to Sage Road at the intersection with Country Club Road. Our concern is that neighboring properties would apply for annexation into the City to obtain zoning that has been denied them by the County in recent applications. There is currently no commercial activity on Country Club Road and further extension of commercial facilities of this type would not be compatible with the existing residential zoning.

- 3) Finally, in 2016, the County denied amplified outdoor music at the Outback Oasis Venue in an application for Recreation High Intensity zoning. We were very active in this proceeding as were many Hamilton Pointe residents. Until such time as an indoor venue is constructed, we do not believe that the City should approve conditions that are going to negatively impact hundreds of homes in the neighborhood. We would ask that the City continue the same hours and limits on outdoor amplified music that are included in the County's Recreation Low Intensity zoning, which is the designation this property had until its annexation, until such time as an Indoor Venue is complete.

Thank you for the opportunity to address our concerns with these applications. I am happy to discuss these issues with you, if you have any additional questions.

Sincerely,



Anne Wood  
Chief Financial Officer  
John Wood Realty, Inc.  
863-324-9663



## William Twyford

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**From:** mmcc939@aol.com  
**Sent:** Tuesday, January 15, 2019 5:16 PM  
**To:** William Twyford; jppowell@mywinterhaven.comwtwyford; Brad Dantzler; Nat Birdsong; Pete Chichetto  
**Subject:** Case numbers P-19-8 and P-19-9, Schulz Property

Commissioners,

The purpose of this email is to indicate our **OPPOSITION** to the Land Change/Zoning requests made by Paul Schulz and approved by the Planning Commission on 1/3/2019. The reasons for our opposition are as follows:

1. The proposed development of 7.12 units per acre (a total of 500 units) is **MUCH GREATER** than the average 2.87 units per acre for all surrounding neighborhoods on Country Club Road.
2. The request allows for building heights up to 5 floors (65 feet) which is **SIGNIFICANTLY INCONSISTENT** with the surrounding area.
3. The request for 50,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the Comprehensive Land Use Plan. The existing Outback Oasis is not zoned commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The designation/zoning should remain the same.

Commercial land use must intersect at two collector roads, either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS** by Polk County or funds to improve Sage Road from the Schulz property, connecting with Dundee Road. According to the County 2040 Transportation Plan there is no need for expansion or construction.

**IF** the Commission approves this request, which has few details or specifics, Mr Schulz can proceed with **ALL** of his development plans. The only development restriction is not building Commercial greater than 10,000 square feet until, and unless, Sage Road is completed, connecting with Dundee Road. Until Sage Road is completed, **ANY** new development would have only one ingress and egress, Country Club Road, creating considerable traffic and safety concerns..

If approved, this land use /zoning change would set a precedent for similar Commercial, high density developments on any undeveloped parcels of land greater than 10 acres along Country Club Road, effectively turning a residential area to Commercial..

As long time residents of the Hamilton Pointe neighborhood, we urge you **NOT TO APPROVE** Mr. Schulz' requests!!!

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven ,FL 3881

## William Twyford

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**From:** Charlene Oconnor-IrishTouchBulldogs <irishtouchbulldogs@verizon.net>  
**Sent:** Thursday, January 17, 2019 8:23 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** Case Nos. P-19-08 and P-19-09 for Incompatibility. Schulz Proposed Land Use Development      Vote 'NO'

**O'CONNOR**  
**413 Horseshoe Lane NE – Winter Haven, FL 33881 – 863-293-6159**  
**irishtouchbulldogs@verizon.net**

January 18, 2019

To: Winter Haven City Commissioners

- \* Bradley T. Dantzler bdantzler@mywinterhaven.com; (863) 289-9947
- \* Nathaniel J. Birdsong, Jr. nbirdsong@mywinterhaven.com; (863) 289-9813
- \* William J. Twyford wtwyford@mywinterhaven.com; (863) 307-2291
- \* James H. "JP" Powell jppowell@mywinterhaven.com; (863) 308-2464
- \* Peter M. Chicetto pmchichetto@mywinterhaven.com; (863) 289-2794

Subject:: Case Nos. P-19-08 and P-19-09 for Incompatibility.  
Shulz Proposed Land Use Development  
**Vote 'NO'**

Gentlemen:

We moved from California to Hamilton Pointe in Winter Haven in 2003. After looking at homes in many Winter Haven neighborhoods, we chose Hamilton Pointe as we appreciated it's somewhat isolated and serene setting and the surrounding quiet and appealing environment.

For 15 years, we have seen new home developments added in nearby neighborhoods, but felt confident our location would never endure any development which could be adverse to the original land use parameters which may adversely harm our property value as well as our right to live in a peaceful, low traffic impacted and beautiful area of Winter Haven.

Although we appreciate Mr. Schulz is a valued contributing member of the Winter Haven community and we see that his properties, including the Outback Oasis pond and gardens, are visually pleasing, this new proposed development is beyond comprehension as it does not coincide with the original land use purposes of this entire area.

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments and are amazed this development has been approved to this point by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

Therefore, we are adamantly opposed to this proposed development for the Schulz property for the following reasons:

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.

2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so. The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

3. Winter Haven has an abundance of Active Adults/Senior Living communities. The proposed 500 units are not required here. We also do not need an activity center or commercial uses in our neighborhood. A Bed and Breakfast is out of the question!



4. With Country Club Road proposed to be the primary ingress/egress to this development, it is frightening to know that the winding road, with new turn lanes to accommodate increased traffic, would severely impact the safety and security of any automobiles, trucks, bicycle riders , runners or foot traffic.

Let's not have any more accidents on Country Club Road than have already occurred, killing drivers who missed curves on this winding road. We cannot afford losing any more lives for the sake of new and unwarranted, incompatible developments!

**Please do not allow the Schultz Property proposal to be granted.**

Respectfully,

*/s/ Roger O'Connor and Charlie O'Connor*

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners

## William Twyford

---

**From:** Fred Fulks <ftfulks@aol.com>  
**Sent:** Monday, January 21, 2019 4:11 PM  
**Subject:** Fwd: Opposition to The Proposal by Paul William Schulz

Subject: Opposition to The Proposal by Paul William Schulz

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT compliant with the existing Comprehensive land use plan's units/acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.
3. Increased traffic on Country Club Road (CCR) would negatively impact traffic safety due to many dangerous curves north and south of the property. The major access/egress to said property is CCR and is located between two of these curves.

Please do not allow the Schultz Property proposal to be granted.

Thank you,  
Fred Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881



## William Twyford

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**From:** Matt <rmmcgill84@gmail.com>  
**Sent:** Monday, January 21, 2019 11:28 AM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** Please Vote No on the Schulz Development - P-19-08 and P-19-09

Hello,

My name is Matt McGill, and I live in the Hamilton Pointe neighborhood off Country Club Road. I am writing today to urge you to vote "no" on Case Nos. P-19-08 and P-19-09.

As you know, Country Club Road is a quiet residential road with residential neighborhoods. Mr. Schulz's plan to turn his property into a mega-development is completely incompatible with the area. There is no room for commercial development on our section of canopy roads and open land, especially of this magnitude. Current density in the area is 2.87 residences per acre. The proposal for this mega-development is 7.2 residences per acre. 7.2!!! And that does not even include the extras such as Clubhouses, community pools, tennis courts, or the commercial development. The Country Club Road Community seems in unison about not wanting to see residential towers dominating what is now tree lined, picturesque roads. There are also increased traffic concerns, as the only entrance/exit into the mega-development will be on a dangerous curve on a two lane road. As I understand it, there are no plans for a traffic light at this location, nor the already nightmarish intersection of Country Club Road and Dundee Rd (especially if you need to eastbound on Dundee Rd from Country Club). When we purchased our home in Hamilton Pointe, one of the main draws was that it was tucked away in a quiet, undisturbed part of Winter Haven. Mr. Schulz's proposal will allow for amplified sound 7 days a week, including week nights when our young children will be trying to sleep for the following school day.

For these reasons, I am requesting that you vote "no" on these proposals.

Thank you for your time.

Sincerely,

Matt McGill  
Hamilton Pointe  
Winter Haven, FL



In the Practice of Caring since 1957

Jose Martinez-Salas, M.D., F.C.C.P

*Diplomate in Pulmonary Medicine*

*Critical Care Medicine*

*Internal Medicine*

*Sleep Medicine*

January 21, 2019

Winter Haven City Commission

Bradley T. Dantzler

Nathanial J. Birdsong Jr.

William J. Twyford

Peter M. Chichetto

James H. Powell

Dear Honorable Sir,

This letter is written to support Mr. Paul Schulz's planned retirement housing and assisted living facilities to be located in northeast Winter Haven adjacent to Country Club Road.

Recently, Mr. Schulz provided my wife, Leliet, and I a preview of his planned development. Specifically, he explained once completed, Sage Road would be extended from Dundee Road to Country Club Road. This extension, in addition to providing us a shortcut to downtown Winter Haven, would also minimize traffic along Country Club Road and provide a safer alternative for joggers and cyclists.

The proposed retirement housing and assisted living facility would be surrounded with lakes, natural habitat, and most importantly for us, set recessed from Country Club Road. A planned future landscape buffer would ensure permanent beauty to our cherished roadway.

My wife and I have been living at Hamilton Pointe over the last 24 years in great part because of the beauty that the natural environs provide. We are optimistic that, as explained to us, this planned project would not affect the beauty of our local environment and would further enrich our community resources.

Our optimism with Mr. Schultz's planned project is based on his historical demonstrated meticulous attention to the natural beauty of our neighborhood, his love of nature, and his enduring civic commitment.

Respectfully,

A handwritten signature in dark ink, appearing to read 'JMS', is written over the typed name of Jose Martinez-Salas.

Jose Martinez-Salas, M.D., F.C.C.P.

JMS/sk

cc: Paul Schulz



BF1500 LLC  
3642 Peachtree Road  
Atlanta, Georgia 30319  
January 22, 2019

Mayor Bradley T. Dantzler  
451 Third Street NW  
Winter Haven, Florida 33881  
bdantzler@mywinterhaven.com

RE: Schulz Property Rezoning

Dear Commissioner:

This letter shall serve as our statement of support for the Schulz Property Land Use Amendment and Rezoning.

BF1500 LLC owns over 500 acres directly to the west of the Schulz Property. The property has been in the family since 1983 and we take our duties as stewards of the land very seriously.

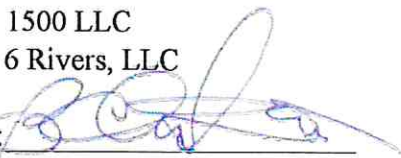
We have met with Paul Schulz and his consultants to review his development plans and we believe that his plans for an "Aging in Place" community are a needed and appropriate use of his property. Paul has transformed the former land fill into a viable development site and we support his intention to develop this property.

We understand that much of Paul's development would be focused on Sage Road and that Paul is committing to providing the extension of Sage Road to Country Club Road. In our opinion, this extension will be a significant benefit for the overall community and we also support the desire to upgrade Sage Road to provide further interconnectivity for this portion of the City.

We would urge you to support the Schulz Property Land Use Amendment and Rezoning.

Thank you.

BF 1500 LLC  
By 6 Rivers, LLC

By:   
Bill Christian, authorized agent

Additional letters to:

Mayor Pro-Tem Nathaniel J. Birdsong, Jr.  
451 Third Street NW  
Winter Haven, Florida 33881  
[NBirdsong@mywinterhaven.com](mailto:NBirdsong@mywinterhaven.com)

Commissioner William J. Twyford  
451 Third Street NW  
Winter Haven, Florida 33881  
[WTwyford@mywinterhaven.com](mailto:WTwyford@mywinterhaven.com)

Commissioner Peter M. Chichetto  
451 Third Street NW  
Winter Haven, Florida 33881  
[PMChichetto@mywinterhaven.com](mailto:PMChichetto@mywinterhaven.com)

Commissioner James H. Powell  
451 Third Street NW  
Winter Haven, Florida 33881  
[JPPowell@mywinterHaven.com](mailto:JPPowell@mywinterHaven.com)



## William Twyford

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**From:** Bill Christian <om2@1234bi.com>  
**Sent:** Tuesday, January 22, 2019 2:29 PM  
**To:** Brad Dantzler  
**Cc:** Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
**Subject:** Support Letter for Schulz Property Rezoning  
**Attachments:** 20190122133609055.pdf

Dear Mayor Dantzler and others,

Please see the attached letter of support for the Schulz Property Rezoning.  
I am available at the numbers below if you have any questions.

Sincerely,  
Bill Christian  
Operations Manager  
Bradco, Inc.  
Office: 404-233-1676  
Mobile: 770-601-1614 (Voice or Text)  
Fax: 404-233-1685

## William Twyford

---

**From:** Charlene Oconnor-IrishTouchBulldogs <irishtouchbulldogs@verizon.net>  
**Sent:** Wednesday, January 23, 2019 3:55 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility

**O'CONNOR**  
**413 Horseshoe Lane NE – Winter Haven, FL 33881 – 863-293-6159**  
**[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)**

January 23, 2019

THREE PAGES

To: Winter Haven City Commissioners

- \* Bradley T. Dantzler [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com); (863) 289-9947
- \* Nathaniel J. Birdsong, Jr. [nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com); (863) 289-9813
- \* William J. Twyford [wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com); (863) 307-2291
- \* James H. "JP" Powell [jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com); (863) 308-2464
- \* Peter M. Chichetto [pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com); (863) 289-2794

Subject;; Case Nos. P-19-08 and P-19-09 for Incompatibility.

**REVISED** Shulz Proposed Land Use Development

**Vote 'NO'**

Gentlemen:

We wrote you all our letter dated January 18,, 2019 in response to Mr. Schulz' original PUD.

We now wish to submit our reply to the '**Revised**' plan Mr. Schulz and his team have submitted.

We have reviewed Mr. Schulz' '**REVISED**' Land Use Development update and continue to have extremely serious concerns regarding this proposal over all.

Mr. Schulz has planned this development for years and we know it now or have learned about it through research of tax records and sales to Mr. Schulz. No more secrets of buying up vacant, 'for sale' land to add to his already sprawling kingdom. The secret is out, loud and clear! This is not Disney SW or LegoLand NW. It is our quiet, serene and beautiful neighborhood that we live in 24/7, 365 days/year. Many more of us want to keep it this way than don't!

Mr. Schulz, his financial partners and few supporters have never or will ever have any consideration for the surrounding neighbors or developed neighborhoods. It is Mr. Schulz' intention to bypass any and all concerns for the sake of his own profit and recognition as a real estate developer in an area which drew many home and land owners in the past here due to the peace, serenity and natural beauty of the area.

Please keep in mind that Mr. Schulz proposed PUD in any way, shape or form, original planned or revised, is not in the best interest of property or surrounding areas. Some nearby land owners, investors and supporters of this PUD are likely supporters because they will benefit in monetary or personal fashion. There are many more property owners, like us, who are adamantly opposed to this PUD, Revised or not!

We have nothing to gain and everything to lose, as if this PUD is approved, then former Knapp property or other proposals will also likely be approved. Hundreds of us lose for the sake of a very few!

**This is a very important vote, and we hope you will consider more than Mr. Schulz and his investors, and think about the hundreds of us this will impact negatively!**

\*\*\*\*\*

*Mr. Schulz' REVISIONS are in italics directly from the document*

**Our response to the REVISED Proposal is in BOLD and underlined!**

**LAND USE / COMPATIBILITY**

▪ We have agreed to reduce the overall unit count request to 400 age-restricted units (which is a 20% reduction from 500 units). This is a density reduction from 7.2 to 5.8 units per acre.



This is still a huge difference in density previously ordained/approved for the area. 400 is 400 too many! Mr. Schulz' math is still more than two times more than previously ordained/authorized units. Unacceptable!

- We have agreed to provide a minimum 40% open space within the development to help maintain the existing Country Club Road character of "winding, tree-lined roads" and "open lands".

This 40% open space means nothing to the calculated traffic, noise, construction negatives, and overall impact to the previously ordained/approved land use for the area. 10% is not much of a reduction! This is Unacceptable!

- We have agreed to NO outdoor amplified sound.

This NO outdoor amplified sound cannot be guaranteed when events will be held inside the Schulz compound in either open or enclosed venues. Outback Oasis already has amplified sound during some current events. Amplified Sound has different meanings to different individuals, groups and organizations. The surrounding residential neighborhoods can be affected with any or all amplified sound, whatever the definition.

#### BUILDING HEIGHTS

- We have agreed to restrict building heights to a 2-story maximum within 500 feet of Country Club Road. This will insure that the view from Country Club Road will remain consistent with the surrounding homes.

Two stories or three stories within 500 feet of Country Club Road continues to create traffic, noise and traffic congestion. This is Not Acceptable.

- We have agreed to restrict building heights to a 2-story maximum within 300 feet of the southeast corner of the property, to minimize the impact on these neighbors.

Two story buildings within 300 feet of the southeast corner of the property will totally impact specific neighbors and all surrounding neighborhoods. Noise, traffic and other adverse impacts will continue to affect neighbors with 1 story buildings. This is Not Acceptable!

- We have also agreed to restrict all building heights for the remainder of the property to a maximum of 3-stories (from 5-stories).

Two stories from three stories is a minimal height difference and only affects 'line of sight', not overall impact to the area previously approved/ordained for the entire area. This is Unacceptable.

#### TRAFFIC / SAGE ROAD

- We continue to agree to donate 60-ft. ROW through property (3.8 acres). We have also agreed that this will be a donation to the City regardless of the status of the project.

It is of little concern what Mr. Schulz' plans to donate to the City, as the impact of this entire development adversely impacts homeowners, current developments, traffic, noise and other negative situations, collectively and individually. This is Totally Unacceptable.

- We continue to agree to construct Sage Road Extension through the Schulz property to the southern boundary (in a phased manner with construction) if no other funding sources become available at the time it is needed for this development.

It is none of our concern what Mr. Schulz' funding sources have been or will be in the future. This PUD affects too many land and property owners to be a viable, positive addition to the area. This revision is Totally Unacceptable as it is vague and misleading! We do not condone smoke screen revisions or the original PUD.

- We agree to direct all future construction traffic and to encourage emergency vehicle traffic to access the site from Sage Road (to minimize sound along Country Club Road).

It is easy for Mr. Schulz, his financial partners, very few supporters, emergency vehicle traffic, the general contractor, engineers and construction companies to promise rerouted construction trucks and increased traffic to Sage Road at some point in the future, but there is no guarantee whatsoever that this would actually occur. Therefore, this 'revision' and everything connected to it is Totally Unacceptable.

#### NEIGHBORHOOD ACTIVITY CENTER

- We have agreed that there will be no new commercial activity until such time as Sage Road is a completed connector road from Country Club Road to Dundee Road.

If there is no commercial activity until Sage Road is completed, this is a moot point as there doesn't appear to be a guarantee this will occur, either now, in the near or future. Therefore, this revision is Totally Unacceptable!

- We have agreed to reduce our Neighborhood Activity Center request to 40,000 SF (which is a reduction of 20% from 50,000 SF). The 40,000 SF will be restricted to appropriate uses associated with the Assisted Living Facility and Active Adult development.

There is absolutely no need for a 'Neighborhood Activity Center' of any size in this neighborhood area. Therefore, this revision is Unacceptable on all counts.



▪ We have agreed to restrict the maximum Neighborhood Activity Center SF prior to the Sage Road connection to Dundee Road to 8,000 SF Outback Oasis-related, non-commercial improvements. In other words, if the improvements to the current Sage Road and the extension are not completed, the remainder of the Neighborhood Activity Center will not be built.

**Duplicate reply: There is absolutely no need for a Neighborhood Activity Center of any size in the surrounding neighborhood area. The PUD wants it for the residents of the Adult Living buildings and single family home developments within the properties only. Absolutely Unacceptable on all counts!**

▪ We have also agreed to restrict the maximum neighborhood retail to 4,000 SF (or 10% of total).

**There is no need for any commercial, retail, restaurants, spas, hotels (bed and breakfast) or or any such enterprise in the area. Mr. Schulz' proposed PUD is for his sole and only purpose to gain profits and wealth for himself, his investors and his family ONLY!**

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments, as well as the 'Revisions' outlined above, with coordinating replies to each. We are totally amazed this development is supported by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

We live in a home at Hamilton Pointe whose previous owner was terribly affected by the traffic death of his son driving on the winding Country Club Road. The three young men who drove through a portion of the Schulz fence after a curve in the road a few years ago, is now decorated with crosses, flowers and ribbons. This memorial is visible to everyone driving north on the Schulz property line. We comment on it and say silent prayers to the families of those boys who innocently died there.

Do we really need to encourage more traffic incidents on Country Club Road, possibly losing more lives, so one person can benefit totally from this proposed development?

**Please do not allow the Schultz Property proposal to be granted.**

#### **Letter Postscript:**

**I worked for large real estate developers in San Diego for many years. I admit now that I am not proud that developers were given preferential treatment and projects were approved by local government officials, without any consideration for home and land owners in the immediate areas of the developments. I understand a bit more about these 'politics players' than some, but realize and request that you seriously consider your responsibility to do what is right for the masses which is the prevailing factor in this critical vote.**

**Charlie O'Connor**

Respectfully,

/s/ Roger O'Connor and Charlie O'Connor

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners



## William Twyford

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**From:** Craig Merrill <merrillcraiga@gmail.com>  
**Sent:** Thursday, January 24, 2019 11:59 AM  
**To:** JP Powell; Brad Dantzler; Nat Birdsong; William Twyford; Mike Herr  
**Subject:** Outback Oasis revised proposal

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal get's through it will open Pandora's Box and open up other open land for development.

If you look at the arguements against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

This will only hurt us that live in the neighboring communities.

The reduction in units to 5.8 per acre are still double of all surrounding neighborhoods. The only neighborhood that is less than half of that is the furthest away from the Schultz proposal! So it is not compatible with the rest of the surrounding areas!

Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W. Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

--

Thank you,

Craig Merrill

My name is Dr. Thomas Johnson, (if applicable) I also speak on behalf of my spouse  
My address is 407 Horseshoe Lane  
I have lived on this property for (time period) 14 years

RECEIVED JAN 25 2019



I oppose the request for development of this property.

The LAW:

The new development does not comply with the City's Comprehensive plan and Land Use Development Code,

- the proposed development is **NOT CONSISTENT** with the Comprehensive Plan
- there is **NO NEED** for the proposed plan amendment
- the proposed rezoning and permitted uses are **NOT COMPATIBLE** with development on surrounding property, nor do the applicant's attempts to achieve compatibility by limiting or buffering the commercial uses compatible

The FACTS:

- Surrounding property is residential, single family homes
- Currently no commercial uses on surrounding properties
- This higher density for the residential portion (assisted living facility, patio homes, townhomes, etc) and the commercial development/use destroys the residential tranquility of the area which is protected under the City's Comprehensive Plan
- Surrounding homeowners do not conduct large scale businesses in a Neighborhood Activity Center and an Assisted Living Facility, these uses operate 7 days a week into the evening hours (more than normal business hours) under the proposal.
  - Staff/employees increase traffic (transient, more traffic on a regular basis, more people than would be in a single family residence). Despite the staff findings that this additional traffic is below capacity for the road, it is inconsistent and incompatible with use of the road for residential purposes. The staff findings to not seem to consider the traffic increase during events in the evening and on weekends, which



additional density both in resident's living there (an assisted living facility as proposed will be a LARGE building) and large numbers of people invited on the property on a regular basis for events and conferences and retail and dining experiences. Large numbers of people gathered for parties and events into the weekday evening hours and most of the weekend hours creates noise that is not consistent with residential use.

- A 55 foot tall building is not consistent or compatible with the surrounding single family residences (height maximum of 2 stories). A 55 foot tall building will be visible over the tree line and can be seen by all who pass. A 3 story building or even a 2 story building built for hundreds of residents will look like a hotel, not a residence and will be large enough to be seen from a distance. The same is true of a 40,000 square foot activity center designed for commercial uses – it will look like a commercial development not a residential development as currently zoned.
- There is no need for an assisted living facility to be placed in a residential neighborhood. It is not close in proximity to a hospital or medical services which would be necessary for an assisted living facility. There is no need for a Neighborhood Activity Center for commercial development and use in a residential neighborhood when alternative uses are within 5 miles (8 minute drive) from the proposed site and alternative uses are NOT within residentially zoned properties.
- Portions of Sage Road are owned by private parties (and not by the City or the applicant) so it is impossible for Sage Road to be used as a right of way until such time as the city or developer acquires these properties; therefore Sage Road should not be considered as part of this proposal. If and when Sage road can be legally used as a right of way to connect to the development, at that time and not before, should it be considered. Further, the staff findings that Sage Road will divert traffic trips off CCR should also not be considered at this time because Sage Road is not and cannot be built.
- Changing the zoning and land use to Residential Low Density and Neighborhood Activity Center is incompatible and inconsistent with the current zoning of Polk County Residential Low 1. The current average density of surrounding properties according to the planning

commission staff findings is 3 units per acre (although the staff did not include in its calculation the large estate homes surrounding the property, which makes their density calculations inflated). Assuming the staff findings are accurate (without consideration of large estate homes surrounding the area), 69 acres at 3 units per acre would result in a total of 207 units. Even this number of units is exaggerated, because it is conceded by all that not all of the 69 acres can be built upon because portions of the property are a landfill and not buildable. Even accepting the city's exaggerated estimates, 400 units (or 5.97 units per acre) is more than double the size of the current land use and zoning requirements and is therefore not consistent nor compatible with the current residential zoning and nature of the property. If you add the visitors and staff members who will regularly be on the property for commercial purposes, the increase is triple or even quadruple the current use. An Assisted Living Facility or Aging in Place Facility is a business not a residence and by necessity a higher density than residential single family homes.

#### CONCLUSION:

We are NOT against growth or economic development. We are FOR the city complying with their own development laws: the Comprehensive Plan and land use designations.

The proposed plan is inconsistent and incompatible with the Comprehensive Plan and the land use and zoning regulations and there is no need for this development.



## William Twyford

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**From:** Thomas Johnson <tom.and.terri@gmail.com>  
**Sent:** Friday, January 25, 2019 2:55 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
**Subject:** Paul Schulz case #P-19-08, and #P-19-09 photos of Country Club Rd and Sage Rd  
**Attachments:** IMG\_9017.JPG; ATT00001.txt; IMG\_9026.JPG; ATT00002.txt; IMG\_9038.JPG; ATT00003.txt; IMG\_9036.JPG; ATT00004.txt; IMG\_9047.JPG; ATT00005.txt; IMG\_9048.JPG; ATT00006.txt; IMG\_9055.JPG; ATT00007.txt; IMG\_9060.JPG; ATT00008.txt; IMG\_9061.JPG; ATT00009.txt

Dear City Commissioner

My wife and I are sending these photographs to draw your attention to the traffic and safety issues on Country Club Rd and Sage Rd. These roads are major components of the proposed case numbers: P-19-08 and P-19-09.

Dr. and Mrs Thomas Johnson  
407 Horseshoe Ln NE  
Winter Haven Fl.



Q Search for a place or address



3D

Lake Fannie

Country Club Rd N

Buckeye Loop Rd

Country Club Rd S

542

226

64°



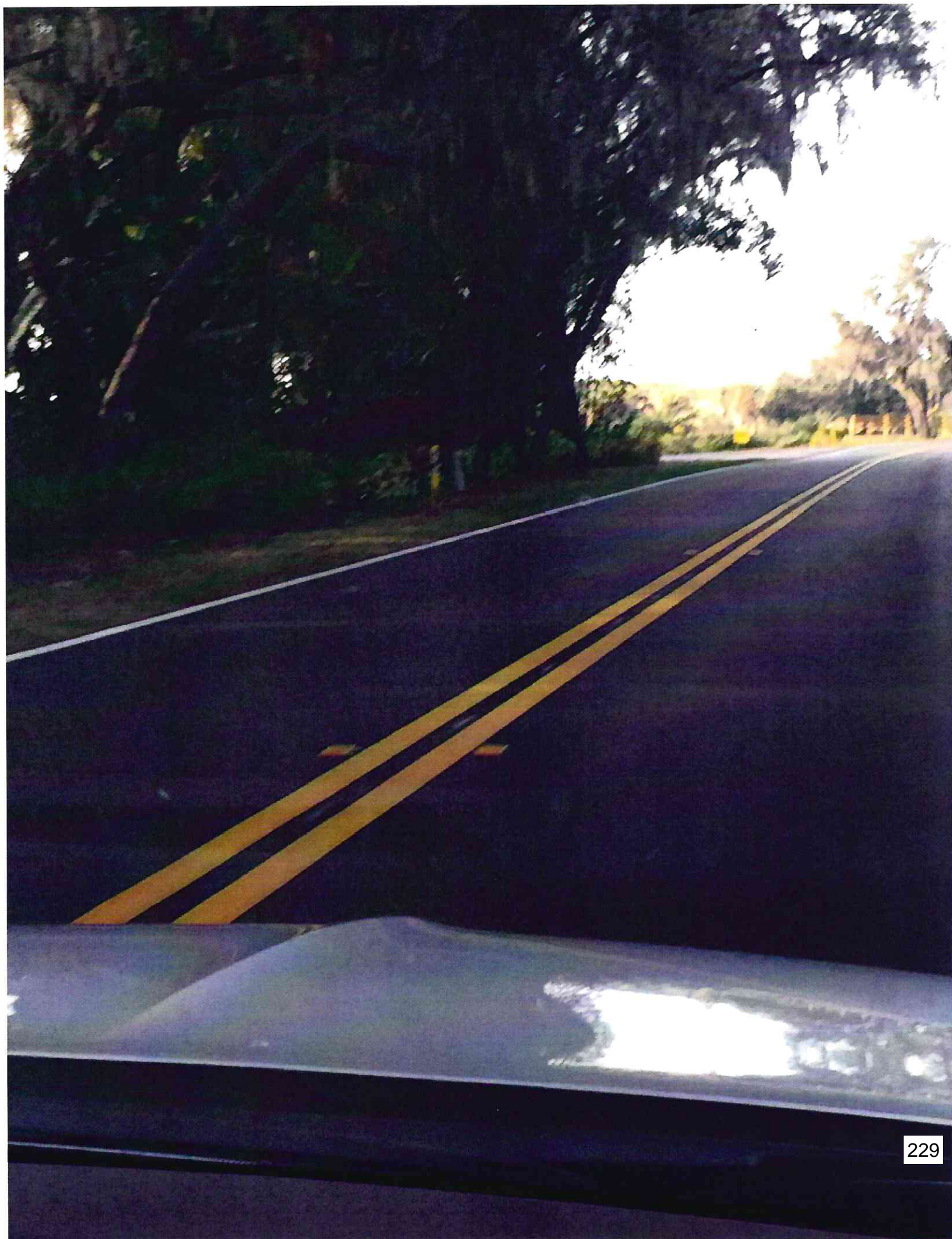




A photograph of a 'NO DUMPING' sign. The sign is rectangular with a black border and white background. It is mounted on a dark metal post. The sign text reads: 'NO DUMPING' in large, bold, black letters. Below it, in smaller black letters, is 'UP TO \$500 FINE AND / OR 60 DAYS IN JAIL'. The sign is located in a grassy area with dense green trees and bushes in the background. The ground in the foreground is dark and appears to be a road or path.

**NO  
DUMPING**  
UP TO \$500 FINE  
AND / OR  
60 DAYS IN JAIL



























## William Twyford

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**From:** gjraf <gjraf@aol.com>  
**Sent:** Saturday, January 26, 2019 4:53 PM  
**To:** William Twyford  
**Subject:** Schultz Property Case numbers P-19-08 and P-19-09

Dear Mr. Twyford:

I have read Mr Schultz's revised plans for his outback oases. I am still **OPPOSED** to the revised plan for the following reasons:

1. This new revision of his proposed development is still not consistent nor compatible with the surrounding area. Instead of 7.12 units per acre that he originally wanted, he is proposing 5.8 units per acre. This is far more dense then our current 2.87 units per acre. Thus it is still NOT consistent with the area.

2. The commercial land use is still not consistent with the area or comp plan. As you are well aware of, commercial land use has to intersect at two collector roads either existing or proposed (specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage Road is NOT an existing or proposed collector road. The existing Sage Road will NEVER be qualified unless the county or city purchases the right away to expand the road. There is nothing by the county nor city to do so. In fact the county nor the city have any plans nor funding to do so in the near future to do any work on Sage Road. The 2040 County Transportation plan does not have Sage Road as an existing need for expansion nor construction.

Please do not allow the Schultz property proposal to be granted

Thank you,

Gordon J. Rafool, MD

## William Twyford

---

**From:** Jeff Satterfield <jsatter65@gmail.com>  
**Sent:** Saturday, January 26, 2019 4:06 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** Proposed changes to Country Club Road (Paul Schulz)

Hello.

Once again, Outback Oasis wants to change the most scenic road in Winter Haven to suit his own needs. This IS NOT part of the comprehensive plan for this road, and is not acceptable mesh for all the residential homes who were here well before Mr. Schulz came along. There is no president or reason for this change, not to mention the traffic chaos it would create.

Do not affect some of your highest paying tax residents by approving this and lowering values, and going against the zoning regulations for this area.

Thank you,

Jeff Satterfield  
410 Horseshoe Ln  
Hamilton Pointe



## William Twyford

---

**From:** Fred Fulks <ftfulks@aol.com>  
**Sent:** Sunday, January 27, 2019 9:57 PM  
**Subject:** Opposition to Revised

Dear Commissioner,

I strongly opposed Paul Shulz "Revised Proposal" of Case numbers P-19-8 and P-19-09-REVISED.

\*The proposed development is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven\*\*\*

>> \*\*\*The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties\*\*\*

>> \*\*\*ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value until Sage Road is completed as a CONNECTOR ROAD. In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.

Fred Fulks  
411 Horseshoe Ln  
33881

## William Twyford

---

**From:** Jeannette Williams <jwillrun@yahoo.com>  
**Sent:** Sunday, January 27, 2019 7:14 PM  
**To:** Brad Dantzler; Nat Birdsong; Pete Chichetto; JP Powell; William Twyford  
**Cc:** Tim Williams  
**Subject:** OPPOSITION to P-19-8 and P-19-9-REVISED  
**Attachments:** Private Devel Map\_1-23-19.pdf; ATT00001.htm

Dear Commissioners,

There is a chance you will not read this email in its entirety, but I will continue to voice, on behalf of my husband and myself, our **OPPOSITION** to the REVISED Land Change/Zoning requests Case numbers P-19-8 and P-19-9 by Mr. Paul Schultz.

I am sure you have heard repeatedly the many reasons for **OPPOSING** this land use and revision. Incompatibility, density, commercial use, building height, increased traffic, and noise are some of the issues we see and others have voiced as viable reasons to defeat this proposal.

But today as I went over my emails I opened and read through the **GREATER WINTER HAVEN CHAMBER OF COMMERCE** weekly update "**First Thing Monday Morning**" I scrolled down to the "**Development News**" under there was a link to the "**Private Development Project Map**" (see attachment).

Since I am very focused on the issues involving Country Club Road, I decided a broad picture of what is going on around the city would be helpful.

Yes, there is a great deal of construction and renovation.

Yes, there are large proposed revenue generating projects.

Yes, there are requests for change of PUD.

Yes, every change will have an affect on the surrounding area.

### **BUT NOTE . . .**

The commercial developments and those requesting a change of PUD are making this request in areas where the infrastructure of parking, access, traffic flow, like and common use, already exist or can be implemented with minor changes. What is being proposed is not in keeping with prior requests and does not at this time or with minor changes have the infrastructure to support the enormity of this project.

This **proposal is not for a simple housing development** as others have done on Country Club Road. Dundee Road, even with its updates, is not ready to handle such a change not now or anytime in the near or proposed future.

Please don't vote for this project just because of its extensive planning, land availability, or revenue generating possibility.

Like the lakes of Winter Haven, this stretch of Country Club road is a unique and treasured aspect of our community. Our plea and prayer is that you will **OPPOSE** this request since it is not in compliance with the **City's Comprehensive Plan**.



Dr. Timothy G. Williams and  
Jeannette R. Williams  
503 Hamilton Shores Court NE  
Winter Haven, FL 33881

[jwillrun@yahoo.com](mailto:jwillrun@yahoo.com)

## William Twyford

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**From:** Mike Levy <mike1nyny@hotmail.com>  
**Sent:** Sunday, January 27, 2019 4:46 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
**Subject:** Country Club Road

Sirs,

I am writing to you today to implore you to vote against the proposed development on Country Club Rd near Dundee Road. The proposed building would cause much congestion and traffic, on a road that many of us need to take daily, that already has congestion and traffic during certain hours of the day. Dundee Road cannot handle the traffic it already has in that area. The proposed project would effectively turn it into a giant parking lot, something I know way too much about. You see, I grew up in New York City. I came down here last year to get away from the congestion, away from the traffic. That was a mistake. The Winter Haven area is being expanded too much, and roads are not being added or enlarged to handle the traffic. Cypress Gardens Blvd is awful around lunchtime and during the morning and afternoon rushes. If you approve this project, Dundee Road will be the same. It simply will not be able to handle the volume of traffic caused by this proposal. And we all now what happens when the infrastructure cannot handle the volume of traffic; People die. Emergency services cannot get through. The sick and injured cannot get the help they need. And it will cost people their lives. It could be you, it could be me, it could be one of our family members. I've seen it happen before. Especially with this "Senior community", that should be high on your list of reasons not to approve this proposal.

That's not to say I'm against building in the area. I think a few commercial properties would be great to have there. A warehouse store like BJ's or Costco would be welcome in the area. However the road needs to be widened and the entrances/exits need to be on Dundee, not Country Club Rd.

So again, I implore you to please, *please*, vote against this proposal. I'm sure there's a better way to build the area that won't destroy it in the process.

Thank you,

Mike Levy



## William Twyford

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**From:** Ann Duce <annduce@yahoo.com>  
**Sent:** Sunday, January 27, 2019 2:50 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford  
**Subject:** Shultz project

I am in favor of the development proposed by Mr. Shultz. Much false info. has been printed and shared. After an extensive view of the property and proposed development plans, I feel this will be an ideal 55 plus community with much more than usual natural land included within the development and a focus on conservation and healthy outdoor activities for the residents. I live in the Gates of Lake Region and I foresee no problem with noise or unsightly buildings. Of course, traffic is always a concern, but that is related to the new development, Country Walk, and expansion of Crossroads as well as the normal influx due to growth.

Thank you, Ann Duce, 304 Niblick Circle, Winter Haven, 33881

## William Twyford

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**From:** Tim Hassett <thassett@mac.com>  
**Sent:** Sunday, January 27, 2019 2:07 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
**Subject:** Feedback - Country Club Road Zoning Change Request  
  
**Importance:** High

Winter Haven City Commission,

As a full time resident of Hamilton Pointe, business owner, and fan of the City, I'm writing in strong opposition to the Zoning changes put forth by Paul Schulz for the parcels on and near Country Club Road.

I'm very strongly requesting that you NOT vote in favor of this Zoning change.

- This plan is NOT consistent with the City's Comprehensive Land use plan. I have yet to hear a good reason why the Commission would override this Land Use Plan and vote for this Zoning change.
- The proposed rezoning and permitted uses are still NOT in keeping with the surrounding properties.
- Shultz's plans and intentions are inconsequential. The only thing that matters is that this Zoning change would open up this area to development that's totally incompatible with the area. If Schulz changes his plans, or sells his property, the Zoning change is what matters.
- Country Club Road is the most beautiful road in our city. One of the last roads in the city with beautiful, old, moss-draped oaks. Especially now that the City allowed most of the oaks along the Dundee road expansion project to be hacked to the ground, making for yet another ugly, shadeless street leading into Winter Haven.
- I love growth and economic development. But this has to be done in a smart way, so that we don't have another unwelcoming and unattractive area similar to Cypress Garden's Road near Wal Mart.

Regards,  
Tim Hassett

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Tim Hassett  
Montigne Bentley Hassett  
Winter Haven, FL

[thassett@mac.com](mailto:thassett@mac.com)  
(252) 258-7881 iPhone



## William Twyford

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**From:** mmcc939@aol.com  
**Sent:** Sunday, January 27, 2019 12:42 PM  
**To:** Brad Dantzler; Nat Birdsong; Pete Chichetto; JP Powell; William Twyford  
**Subject:** Case numbers P-19-8 and P-19-09-REVISED

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.

2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.

3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **ANY** new development will require that Country Club Road be the only ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development **MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT** with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a **RESIDENTIAL DEVELOPMENT** of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT**.

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!!!

As long time residents of the Hamilton Pointe neighborhood, we urge you to seriously consider our concerns and recommendations.

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven, FL



## William Twyford

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**From:** CHERI MOONEY <cheriemooney@comcast.net>  
**Sent:** Monday, January 28, 2019 5:04 AM  
**To:** William Twyford  
**Subject:** Case Nos. P-19-08

I vote No.

This is ridiculous to have a 500 bed Assisted Living Facility, on a country residential road. Ambulance traffic alone daily will be high. This facility should be near hospital.

Also, a commercial space with outdoor services will ruin the country living. This is a residential road

.

No condensed housing.

Preserve your Community!

Cherie Mooney

2175 Kendall Lane

Winter Haven, FL 33881

## William Twyford

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**From:** davespowerequipment@verizon.net  
**Sent:** Monday, January 28, 2019 7:19 AM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell  
**Subject:** Schulz Property

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD. ANY** new development will require that Country Club Road be the ONLY ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development **MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT** with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a **RESIDENTIAL DEVELOPMENT** of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT**.

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area **246 to Commercial!!!!!!**



Mike Rousch

705 Heritage Dr. N.E.  
Winter Haven, Fl. 33881

## William Twyford

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**From:** Karen Hagman <karen@vsifans.com>  
**Sent:** Monday, January 28, 2019 10:38 AM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** Country Club Road Community  
  
**Importance:** High

Peter Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
[pete@vsifans.com](mailto:pete@vsifans.com)

January 28, 2019

Dear Sirs,

I live near one of the most beautiful areas of Polk County. The Country Club Road area between Dundee Road and West Lake Hamilton is majestic with its many oak trees and beautiful homes.

Paul Schulz has over the years enhanced this area with his dedication to improving the environment.

His attempt to open a wild life animal park has been previously voted down.

Now he is attempting to receive city approval to turn our beautiful neighborhood into a commercial zone.

I have talked to many local residents, none of whom are in favor of his new approach. We are still looking for a local who would be in favor of his new plans.

Hopefully the neighborhood residents can be heard at the upcoming January 28<sup>th</sup> Nora Mayo meeting.

Hopefully all five of you city commissioners will vote against his plans to destroy our beautiful neighborhood.

Sincerely,

*Pete Ousley*

Pete Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
863-221-1023



## William Twyford

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**From:** Gregory Mills <gcmills1@verizon.net>  
**Sent:** Monday, January 28, 2019 9:54 AM  
**To:** William Twyford  
**Subject:** Country Club Proposal

I am a native of Winter Haven and am not usually a naysayer regarding necessary growth and improvement in our city, but I am opposed to the original and now revised Country Club Road proposed development by Mr. Schultz.

Seventeen years ago my wife and I began construction of our home in Hamilton Pointe because of the esthetics and tranquility of the neighborhood. We also appreciated and respected the country environment experienced by the leisurely drive on Country Club Road. Even though Hamilton Pointe is zoned city we felt we were still part of a rural country side setting. We finished raising our children in this home and because we still love this area wanted to down size and remain in the area. Consequently we sold our home in Hamilton Pointe and purchase a smaller home one mile South at The Gates of Lake Region.

I am opposed to the Schultz proposal for the following reasons:

- The beauty of the area will be diminished as a result of any construction outlined in the proposal.
- Traffic is already increased as Country Club Road is being used as an alternative course due to current improvements to Dundee Road.
- The proposal is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven.
- The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties.
- ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value unless Sage Road is completed as a CONNECTOR ROAD.
- In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.
- Again, neither the County NOR the City have this in their plans or the money to do it.

Gregory Mills  
gcmills1@verizon.net  
350 Niblick Circle

## William Twyford

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**From:** csmartin1947@aol.com  
**Sent:** Monday, January 28, 2019 1:07 PM  
**To:** William Twyford  
**Subject:** Proposed development of Country Club Road

Dear Mr. Twyford,

I hope you will use wisdom tonight. The proposed development, even the newest rendition, is unacceptable.

The whole idea is just crazy!

Access roads should be in place before development!

Traffic lights should be in place before development!

Existing roads widened!

Just to name a few of the obstacles that must be addressed and overcome before any approval of a new development.

This plan is ill-conceived and will cost the taxpayers millions of dollars.

Nor is it appropriate for the neighborhoods surrounding the proposed development.

Thank you.

James L. and Carol Sue Martin  
1740 Crump Road  
Winter Haven, Fl 33881



## William Twyford

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**From:** davespowerequipment@verizon.net  
**Sent:** Monday, January 28, 2019 7:19 AM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell  
**Subject:** Schulz Property

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

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2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

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We are not against development. However the development **MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT** with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT**.

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

Mike Rousch

705 Heritage Dr. N.E.  
Winter Haven, Fl. 33881



## William Twyford

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**From:** Charles Reynolds <charlesjreynolds2@gmail.com>  
**Sent:** Monday, January 28, 2019 1:41 PM  
**To:** Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
**Subject:** Outback Oasis Expansion = Country Club Road Disaster

Dear Honorable City Commissioners,

My name is Charlie Reynolds and I, along with my wife, are 40 plus year residents of Winter Haven. While you will notice that my address is not in the Winter Haven City limits my Wife and I own several properties in the Winter Haven City limits and are concerned about the proposed expansion of the Outback Oasis off of Country Club Road. This expansion will directly affect our property on West Lake Hamilton Drive.

We have 3 main objections to the subject expansion. They are listed as follows:

**1.) Preserving History and Tradition** - The Outback Oasis was, for decades, a residence. Paul Schultz has somehow over the years turned this into a commercial operation. The Country Club Road area has long been a residential area. People desire to live in this area because of the peace and tranquillity that it offers. This area is one of the few places left in the Winter Haven area that has preserved the "Old Florida" or "Old Polk County" atmosphere of winding country roads through live oak hammocks, pastures, and orange groves. We should not allow commercial operations to invade a residential area such as this.

**2.) Safety** - It is our understanding that the entrance and exit of the proposed Assisted Living Facility will be located directly off Country Club road. Country Club road is a winding road with many blind spots. Allowing an inordinate amount of traffic on this road will cause a safety hazard. My guess is that this would eventually lead to having a traffic light manage the entrance and exit of this facility. This leads us back to point #1 about preserving the "Country Living" atmosphere that people desire when they move into the Country Club Road Area.

**3.) Environmental Concerns** - The Outback Oasis has already been allowed to bring in a lot of dirt and fill in a lot of low lying places. We are not sure how Mr. Schultz was allowed to get these permits to begin with but he has and it has affected and disturbed the watershed of our area. We live off of West Lake Hamilton Drive. We, along with our neighbors, are starting to see a lot of flooding on the lower lying areas of our properties. It is not that these low areas never held water, they naturally do. However, since Mr. Schultz has been allowed to have free reign on his property over the past few years the flooding in these areas has worsened and now takes 3 to 4 times as long to drain. It has also increased the size of the flooded areas. In addition to the watershed issue this commercial operation will be a eye sore to what has long been one of the most pristine areas of Winter Haven and Polk County.

Please understand. We are not Anti-Business. As a matter of fact we are very pro-business conservatives. We simply feel that business and residential areas should be kept separate. Especially in this case where this new facility would be planted right in the heart of such a beautiful area.

Please do not allow one person to benefit to the detriment of the hundreds of people that live in one of the most beautiful and pristine areas of Winter Haven and Polk County.

Thank you for your time.

**Charlie and Amy**

Mr. and Mrs. Charles J. Reynolds, II  
2045 W. Lake Hamilton Drive  
Winter Haven, FL 33881  
Cell: 863-412-2277  
Fax: 863-353-5822



## William Twyford

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**From:** Stephanie Sanchez <sjmsinc@aol.com>  
**Sent:** Monday, January 28, 2019 1:51 PM  
**To:** William Twyford  
**Subject:** Against Schulz Building

Good afternoon,

I am contacting you all to VOTE NO against the Country Club Rd Building for Case Nos P-19-08 & P-19-09

The plan that has been presented for structure by Mr Schulz is nothing we need or want in this area. The country club rd area has already had too many subdivisions built in the last 17 years that has caused so much congestion and crimes in this area. I moved on country club in 2001, and I have lived in Winter Haven all my life and can say that for 5 or more generations Winter Haven has been mine & my husbands family hometown. When moving on country club it was peaceful, calm and yet close to town. Since the numerous subdivisions have been built that are cookie cutter style homes the area has already went down hill. There is already land cleared in these subdivisions off Buckeye and Country Club that they cannot sell and leaves vacant land open. The subdivision off Buckeye Rd is also having issues selling. Why would more land need to be cleared and not preserved for nature, crops, cattle or citrus. Winter Haven is not getting anymore land for agriculture type of use, we do not need nothing more built. The intersection @ Buckeye Loop and Country Club Rd N has ridiculously heavy traffic all day long - in the am time, traffic is backed up 20 plus cars back trying to get on to Buckeye, keep in mind there is NOT a traffic light at this area or at Country Club Rd south & Dundee Rd - this is all caused by so much population coming into our area. When voting keep in mind, there is more areas than this that he can build on, There is so many families looking for 5 Acres plus tracts to build there homes on, keep that area preserved or have it for large land sells. The opening of Sage Road also would not benefit for the traffic to resolve the building of what he has proposed. Please keep the the country in Country Club Rd and VOTE NO

Feel free to call with any questions

Thank you

Stephanie Sanchez  
(863) 287-6513

## **FINDINGS OF FACT**

### **On the Future Land Use Plan Request Ord-19-08**

1. The proposed Future Land Use Changes do not comply with the City Comprehensive Plan or State Statutes(F.S. 163).
2. The uses proposed are not compatible with the existing development pattern of the area which consists of low-density residential development (significantly less than 3 D.U. per acre) and agriculture(F.S. 163).
3. These Future Land Use Changes would place a much larger burden on Country Club Road. Even though it has enough capacity it has a dangerous curve and is neither safe nor lighted. The road has no shoulders, is not lighted, passing is not safe, and just two rural lanes.
4. The City's Future Land Use Map requires amendment prior to adoption of the proposed PUD zoning ordinance. Because the plan amendment is a large-scale amendment The State's Office of Economic Opportunity must first approve the amendment which is not consistent with the Growth Management Act(F.S. 163).
5. The City's intent is to be compatible with the County Comprehensive Plan and zoning. The new proposed Future Land Use Categories increase the density and intensity over the County Future Land Use.
6. Commercial land use, and event/conference center are not compatible with the existing land use patterns. The current



## **On the Zoning request Ord. 19-09**

1. The PUD application as submitted does not comply with the currently adopted Comprehensive Plan pursuant to Policy 1.3.5.E.
2. The uses proposed are not compatible with the existing development pattern of the area which consists of low-density residential development (significantly less than 3 D.U. per acre) and agriculture.
3. This development would place a much larger burden on Country Club Road. Even though it has enough capacity it has dangerous curves, has no shoulder, and is neither safe nor lighted.
4. The proposed PUD includes development that is not compatible with existing development. It allows lots that are 5000 and 2000square feet and zero setback for multifamily.
5. Allowing 400 dwelling unit, commercial, conference center and more is incompatible with the existing infrastructure and patterns.
6. Commercial land uses are not compatible with the existing land use patterns and a building of 40,000 square feet would not be allowed in Neighborhood Activity Center. The initial 8,000 square feet of commercial isolated from any other intensive development would not be compatible either.
7. Event and Conference Center exceeds the uses to support a neighborhood. Instead event and conference uses are established to draw visitors from outside the neighborhood. As such, the event and conference use as proposed are not compatible with a Neighborhood Activity Center and would have varying transportation impacts.
8. The event venue and conference center are not clearly defined and could allow very intensive uses.

9. Medical uses likewise are beyond intent Neighborhood Activity Center. To be practical the medical uses would be required to attract consumers from outside the neighborhood to be successful.
10. The right-of-way for Sage Road is not complete, has not been constructed and therefore is not collector road. This fact makes the change inconsistent with Neighborhood Activity Land Use and the Zoning requirement. It is indicated that the applicant should construct the road but there is not provision or guarantee that it will be built. The road is not in the Capital the Capital Improvements budget.
11. Minimum lot areas of 5,000 square feet and 2,000 square feet are not compatible with the existing land use pattern or the general pattern of the city.
12. A minimum of 800 square feet living area per dwelling unit would not be compatible with the existing patterns in the city.
13. A minimum rear yard setback of zero feet would leave no space between buildings.
14. Accessory structures are not clearly defined or limited
15. . Sign heights should relate to the speed of the road and type of neighborhood.
16. Center line for the right of way should be based upon County standards  
. No commercial development should be considered or identified on the City's Future Land Use Map until after Sage Road is built to City adopted standards.
17. No outside music, whether amplified or not, should be allowed.
18. This change as proposed does not conform with the City's Comprehensive Plan or development regulation.

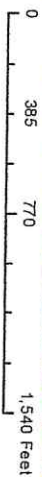


**We respectfully request the City Commission deny the application.**



5 PAUL F. 260 163

260

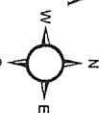


All maps are worksheets used for illustrative purposes only, they are not surveys. The Pok County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is."

Marsha M. Faux, CFA, ASA

## Property Appraiser

Polk County, Florida





**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Against  
**Date:** Wednesday, January 30, 2019 7:06:52 AM

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From: Stephanie Sanchez [sjmsinc@aol.com]  
Sent: Monday, January 28, 2019 1:47 PM  
To: Brad Dantzler; Nat Birdsong; wtwford@mywinterhaven.com; JP Powell; Pete Chichetto  
Subject: Against

Good afternoon,

I am contacting you all to VOTE NO against the Country Club Rd Building for Case Nos P-19-08 & P-19-09

The plan that has been presented for structure by Mr Schulz is nothing we need or want in this area. The country club rd area has already had too many subdivisions built in the last 17 years that has caused so much congestion and crimes in this area. I moved on country club in 2001, and I have lived in Winter Haven all my life and can say that for 5 or more generations Winter Haven has been mine & my husbands family hometown. When moving on country club it was peaceful, calm and yet close to town. Since the numerous subdivisions have been built that are cookie cutter style homes the area has already went down hill. There is already land cleared in these subdivisions off Buckeye and Country Club that they cannot sell and leaves vacant land open. The subdivision off Buckeye Rd is also having issues selling. Why would more land need to be cleared and not preserved for nature, crops, cattle or citrus. Winter Haven is not getting anymore land for agriculture type of use, we do not need nothing more built. The intersection @ Buckeye Loop and Country Club Rd N has ridiculously heavy traffic all day long - in the am time, traffic is backed up 20 plus cars back trying to get on to Buckeye, keep in mind there is NOT a traffic light at this area or at Country Club Rd south & Dundee Rd - this is all caused by so much population coming into our area. When voting keep in mind, there is more areas than this that he can build on, There is so many families looking for 5 Acres plus tracts to build there homes on, keep that area preserved or have it for large land sells. The opening of Sage Road also would not benefit for the traffic to resolve the building of what he has proposed. Please keep the the country in Country Club Rd and VOTE NO

Feel free to call with any questions

Thank you

Stephanie Sanchez  
(863) 287-6513

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Against Schulz Building  
**Date:** Wednesday, January 30, 2019 7:08:06 AM

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From: Stephanie Sanchez [sjmsinc@aol.com]  
Sent: Monday, January 28, 2019 1:50 PM  
To: Nat Birdsong  
Subject: Against Schulz Building

Good afternoon,

I am contacting you all to VOTE NO against the Country Club Rd Building for Case Nos P-19-08 & P-19-09

The plan that has been presented for structure by Mr Schulz is nothing we need or want in this area. The country club rd area has already had too many subdivisions built in the last 17 years that has caused so much congestion and crimes in this area. I moved on country club in 2001, and I have lived in Winter Haven all my life and can say that for 5 or more generations Winter Haven has been mine & my husbands family hometown. When moving on country club it was peaceful, calm and yet close to town. Since the numerous subdivisions have been built that are cookie cutter style homes the area has already went down hill. There is already land cleared in these subdivisions off Buckeye and Country Club that they cannot sell and leaves vacant land open. The subdivision off Buckeye Rd is also having issues selling. Why would more land need to be cleared and not preserved for nature, crops, cattle or citrus. Winter Haven is not getting anymore land for agriculture type of use, we do not need nothing more built. The intersection @ Buckeye Loop and Country Club Rd N has ridiculously heavy traffic all day long - in the am time, traffic is backed up 20 plus cars back trying to get on to Buckeye, keep in mind there is NOT a traffic light at this area or at Country Club Rd south & Dundee Rd - this is all caused by so much population coming into our area. When voting keep in mind, there is more areas than this that he can build on, There is so many families looking for 5 Acres plus tracts to build there homes on, keep that area preserved or have it for large land sells. The opening of Sage Road also would not benefit for the traffic to resolve the building of what he has proposed. Please keep the the country in Country Club Rd and VOTE NO

Feel free to call with any questions

Thank you

Stephanie Sanchez  
(863) 287-6513



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case numbers P-19-8 and P-19-9, Schulz Property  
**Date:** Wednesday, January 30, 2019 7:28:24 AM

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From: mmcc939@aol.com [mmcc939@aol.com]  
Sent: Tuesday, January 15, 2019 5:15 PM  
To: William Twyford; jppowell@mywinterhaven.comwtwyford; Brad Dantzler; Nat Birdsong; Pete Chichetto  
Subject: Case numbers P-19-8 and P-19-9, Schulz Property

Commissioners,

The purpose of this email is to indicate our OPPOSITION to the Land Change/Zoning requests made by Paul Schulz and approved by the Planning Commission on 1/3/2019. The reasons for our opposition are as follows:

1. The proposed development of 7.12 units per acre (a total of 500 units) is MUCH GREATER than the average 2.87 units per acre for all surrounding neighborhoods on Country Club Road.
2. The request allows for building heights up to 5 floors (65 feet) which is SIGNIFICANTLY INCONSISTENT with the surrounding area.
3. The request for 50,000 square feet of Commercial development is NOT CONSISTENT with the residential area and DOES NOT COMPLY with the Comprehensive Land Use Plan. The existing Outback Oasis is not zoned commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The designation/zoning should remain the same.

Commercial land use must intersect at two collector roads, either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS by Polk County or funds to improve Sage Road from the Schulz property, connecting with Dundee Road. According to the County 2040 Transportation Plan there is no need for expansion or construction.

IF the Commission approves this request, which has few details or specifics, Mr Schulz can proceed with ALL of his development plans. The only development restriction is not building Commercial greater than 10,000 square feet until, and unless, Sage Road is completed, connecting with Dundee Road. Until Sage Road is completed, ANY new development would have only one ingress and egress, Country Club Road, creating considerable traffic and safety concerns..

If approved, this land use /zoning change would set a precedent for similar Commercial, high density developments on any undeveloped parcels of land greater than 10 acres along Country Club Road, effectively turning a residential area to Commercial..

As long time residents of the Hamilton Pointe neighborhood, we urge you NOT TO APPROVE Mr. Schulz' requests!!!

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven ,FL 3881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case No's. P-19-08 & P-19-09  
**Date:** Wednesday, January 30, 2019 7:05:57 AM

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From: Capt Scott Taylor [scott@tmcguideservice.com]  
Sent: Monday, January 28, 2019 3:16 PM  
To: Brad Dantzler; William Twyford; jppowel@mywinterhaven.com; Nat Birdsong; pmchicetto@mywinterhaven.com  
Subject: Case No's. P-19-08 & P-19-09

Gentlemen,

My wife and I live in the Hamilton West sub and we moved out to this location to be "in the country" which is quickly fading with all of the new housing developments since we moved in.

We are voting "NO" to this proposal from Outback Oasis as it is not compatible with our quiet corner of Winter Haven. Just because they have inherited monies they think they can bully everyone into what they want. I'm not sure who it is, but even the guy that has the white "Alabama Roll Tide" truck drives around town like a jerk & bully. He's tailgated and tried pushing me (while I was already traveling over the legal speed limit) going across CGB several times over the years.

Please do not let this travesty take place in our small corner of town.

Very Respectfully,  
Scott

Captain Scott Taylor  
Senior Pro Guide

Camp Mack, a Guy Harvey Lodge, Marina & RV Resort  
TRAVEL INSPIRED  
T: 855-354-8433 (855-FL-GUIDE)  
www.GuyHarveyCampMack.com<<http://www.guyharveycampmack.com/>> | Reservations: 800-243-8013<tel:800-243-8013>

Official Partner & Guide for VisitCentralFlorida.org<<http://VisitCentralFlorida.org>>

Scott Taylor's Central Florida Bass Fishing Guide Service - Winter Haven, FL



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case Nos P-19-08 - Country Club Drive  
**Date:** Wednesday, January 30, 2019 7:14:36 AM

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From: CHERI MOONEY [cheriemooney@comcast.net]  
Sent: Monday, January 28, 2019 5:02 AM  
To: Nat Birdsong  
Subject: Case Nos P-19-08 - Country Club Drive

I vote No.

This is ridiculous to have a 500 bed Assisted Living Facility, on a country residential road. Ambuland traffic alone daily will be high. This facility should be near hospital.

Also, a commercial space with outdoor services will ruin the country living.

.

No condensed housing.

Preserve your Community!

Cherie Mooney

2175 Kendall Lane

Winter Haven, FL 33881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case Nos. P-19-08 and P-19-09 for Incompatibility. Schulz Proposed Land Use Development Vote 'NO'  
**Date:** Wednesday, January 30, 2019 7:23:39 AM

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From: Charlene Oconnor-IrishTouchBulldogs [irishtouchbulldogs@verizon.net]  
Sent: Thursday, January 17, 2019 8:23 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: Case Nos. P-19-08 and P-19-09 for Incompatibility. Schulz Proposed Land Use Development Vote 'NO'

O'CONNOR

413 Horseshoe Lane NE – Winter Haven, FL 33881 – 863-293-6159  
irishtouchbulldogs@verizon.net<<mailto:irishtouchbulldogs@verizon.net>>  
January 18, 2019

To: Winter Haven City Commissioners

\* Bradley T. Dantzler bdantzler@mywinterhaven.com<<mailto:bdantzler@mywinterhaven.com>>; (863) 289-9947  
\* Nathaniel J. Birdsong, Jr. nbirdsong@mywinterhaven.com<<mailto:nbirdsong@mywinterhaven.com>>; (863) 289-9813  
\* William J. Twyford wtwyford@mywinterhaven.com<<mailto:wtwyford@mywinterhaven.com%20>>; (863) 307-2291  
\* James H. "JP" Powell jppowell@mywinterhaven.com<<mailto:jppowell@mywinterhaven.com>>; (863) 308-2464  
\* Peter M. Chicetto pmchicetto@mywinterhaven.com<<mailto:pmchicetto@mywinterhaven.com>>; (863) 289-2794

Subject;; Case Nos. P-19-08 and P-19-09 for Incompatibility.  
Schulz Proposed Land Use Development  
Vote 'NO'  
Gentlemen:

We moved from California to Hamilton Pointe in Winter Haven in 2003. After looking at homes in many Winter Haven neighborhoods, we chose Hamilton Pointe as we appreciated it's somewhat isolated and serene setting and the surrounding quiet and appealing environment.

For 15 years, we have seen new home developments added in nearby neighborhoods, but felt confident our location would never endure any development which could be adverse to the original land use parameters which may adversely harm our property value as well as our right to live in a peaceful, low traffic impacted and beautiful area of Winter Haven.

Although we appreciate Mr. Schulz is a valued contributing member of the Winter Haven community and we see that his properties, including the Outback Oasis pond and gardens, are visually pleasing, this new proposed development is beyond comprehension as it does not coincide with the original land use purposes of this entire area.

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments and are amazed this development has been approved to this point by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

Therefore, we are adamantly opposed to this proposed development for the Schulz property for the following reasons:

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so. The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan



does not have Sage Road as an existing need for expansion or construction.

3. Winter Haven has an abundance of Active Adults/Senior Living communities. The proposed 500 units are not required here. We also do not need an activity center or commercial uses in our neighborhood. A Bed and Breakfast is out of the question!

4. With Country Club Road proposed to be the primary ingress/egress to this development, it is frightening to know that the winding road, with new turn lanes to accommodate increased traffic, would severely impact the safety and security of any automobiles, trucks, bicycle riders, runners or foot traffic.

Let's not have any more accidents on Country Club Road than have already occurred, killing drivers who missed curves on this winding road. We cannot afford losing any more lives for the sake of new and unwarranted, incompatible developments!

Please do not allow the Schultz Property proposal to be granted.

Respectfully,

/s/ Roger O'Connor and Charlie O'Connor

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case numbers P-19-08 and P-19-09 Schulz Property  
**Date:** Wednesday, January 30, 2019 7:29:38 AM

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From: Charles Matthews [fngrower@aol.com]  
Sent: Monday, January 14, 2019 8:54 AM  
To: Brad Dantzler; JP Powell; Nat Birdsong; Pete Chichetto; William Twyford  
Subject: Case numbers P-19-08 and P-19-09 Schulz Property

Dear Commissioners,

I am a resident of Hamilton Pointe in NE Winter Haven approximately 1,400 feet north of Mr. Schulz property on Country Club Road. I recently attended the Winter Haven Planning Commission meeting on January 3rd where Mr. Schulz's representative presented his plan to assign Residential-Low Density and Neighborhood Activity Center land uses to four annexed parcels and assign Planned Unit Development zoning to the same parcels. Although Mr. Schulz has been a reasonable neighbor in the past and developed the property to the benefit of the Country Club Road neighborhood this current proposal is contrary to past efforts and will be a detriment to the area.

His proposal for an "aging in place" concept is NOT consistent with the area given the density of 7.12 units/acre compared to the surrounding area with an average density of 2.87 units/acre nor is his commercial land use consistent with the area or the 2025 Winter Haven Comprehensive Plan. The Comprehensive Plan requires Neighborhood Activity Centers to be developed within 1,500 feet of an intersection of two existing or planned arterial or collector streets. The Planning Commission staff based their recommendations on the completion of Sage Road and its intersection with Country Club Road. According to the 2040 County Transportation Plan, Sage Road does not have an existing need for expansion or construction. Further complicating Sage Road development is the lack of right-of-way across the "county maintained" portion.

For the above reasons of inconsistent density and land use, I am adamantly against the development as proposed by Mr. Schulz! I would implore the Commissioners to strongly consider the inconsistencies with this plan and reject it at their earliest opportunity.

Charles Matthews  
307 Hamilton Shore Dr. NE  
Winter Haven, Fl.



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Case numbers P-19-8 and P-19-09-REVISED  
**Date:** Wednesday, January 30, 2019 7:16:25 AM

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From: mmcc939@aol.com [mmcc939@aol.com]  
Sent: Sunday, January 27, 2019 12:42 PM  
To: Brad Dantzler; Nat Birdsong; Pete Chichetto; JP Powell; William Twyford  
Subject: Case numbers P-19-8 and P-19-09-REVISED

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a **COMMERCIAL** structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a **TOTAL** of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis-related Neighborhood Activity Center to be built, **PRIOR** to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with **NO NEW** new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS OR FUNDS** to improve Sage Road from the Schulz property, connecting with Dundee Road. **ANY** new development will require that Country Club Road be the only ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should

recuse himself and NOT VOTE on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more than 207 units (3 units per acre) with NO COMMERCIAL DEVELOPMENT.

If approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

As long time residents of the Hamilton Pointe neighborhood, we urge you to seriously consider our concerns and recommendations.

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven, FL



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Concern about Paul Schulz/Outback Oasis proposal  
**Date:** Wednesday, January 30, 2019 7:38:45 AM

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From: Craig Merrill [merrillcraig@gmail.com]  
Sent: Monday, January 07, 2019 3:56 PM  
To: Nat Birdsong  
Subject: Concern about Paul Schulz/Outback Oasis proposal

Commissioner Birdsong,

Thank you for taking the time to read my email. I wanted to voice my concerns over the proposal coming to the City Commission on the Paul Schulz/Outback Oasis proposal.

The proposal to have a 5 story building and town houses with multiple residents and having seven units per acre is a concern. The surrounding neighborhoods have one and two story single family homes. The large building and townhouses doesn't represent what this part of our beautiful city is about.

This area of town also isn't a commercial area. It has always been a residential area. I know that Sage Road is in the city/county "plans" for 2025. Is there money for this road? Is a commercial area allowed with only one road to access and leave the commercial area? I believe the answer to these two questions is: NO.

I purchase a lot in the Hamilton Pointe subdivision in 2001 and have lived there ever since and plan on raising my family here. I would like my children to remember their neighborhood as quiet, family oriented, and an area they could be proud of. Please keep it this way.

Please contact me if you have any questions.

--

Thank you,

Craig Merrill  
715 Heritage Drive  
Winter Haven, FL 33881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Country Club Proposal  
**Date:** Wednesday, January 30, 2019 7:12:47 AM

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From: Gregory Mills [gcmills1@verizon.net]  
Sent: Monday, January 28, 2019 9:52 AM  
To: Nat Birdsong  
Subject: Country Club Proposal

I am a native of Winter Haven and am not usually a naysayer regarding necessary growth and improvement in our city, but I am opposed to the original and now revised Country Club Road proposed development by Mr.Schultz.

Seventeen years ago my wife and I began construction of our home in Hamilton Pointe because of the esthetics and tranquility of the neighborhood. We also appreciated and respected the country environment experienced by the leisurely drive on Country Club Road. Even though Hamilton Pointe is zoned city we felt we were still part of a rural country side setting. We finished raising our children in this home and because we still love this area wanted to down size and remain in the area. Consequently we sold our home in Hamilton Pointe and purchase a smaller home one mile South at The Gates of Lake Region.

I am opposed to the Schultz proposal for the following reasons:

- \* The beauty of the area will be diminished as a result of any construction outlined in the proposal.
- \* Traffic is already increased as Country Club Road is being used as an alternative course due to current improvements to Dundee Road.
- \* The proposal is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven.
- \* The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties.
- \* ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value unless Sage Road is completed as a CONNECTOR ROAD.
- \* In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.
- \* Again, neither the County NOR the City have this in their plans or the money to do it.

Gregory Mills  
gcmills1@verizon.net  
350 Niblick Circle



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Country Club Road Community  
**Date:** Wednesday, January 30, 2019 7:10:42 AM  
**Importance:** High

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From: Karen Hagman [karen@vsifans.com]  
Sent: Monday, January 28, 2019 10:37 AM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: Country Club Road Community

Peter Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
pete@vsifans.com<<mailto:vsifans@tampabay.rr.com>>

January 28, 2019

Dear Sirs,

I live near one of the most beautiful areas of Polk County. The Country Club Road area between Dundee Road and West Lake Hamilton is majestic with its many oak trees and beautiful homes.

Paul Schulz has over the years enhanced this area with his dedication to improving the environment.

His attempt to open a wild life animal park has been previously voted down.

Now he is attempting to receive city approval to turn our beautiful neighborhood into a commercial zone.

I have talked to many local residents, none of whom are in favor of his new approach. We are still looking for a local who would be in favor of his new plans.

Hopefully the neighborhood residents can be heard at the upcoming January 28th Nora Mayo meeting.

Hopefully all five of you city commissioners will vote against his plans to destroy our beautiful neighborhood.

Sincerely,

Pete Ousley

Pete Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
863-221-1023

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Country Club Road Development/Zoning  
**Date:** Wednesday, January 30, 2019 7:04:41 AM

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From: solymar1@aol.com [solymar1@aol.com]  
Sent: Monday, January 28, 2019 8:27 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Country Club Road Development/Zoning

To our city commissioners:

We are residents of the area which will be affected by Mr. Shulz proposed development. We have been following the situation as it is to present date, and we see immediate and future problems.

First, Country Club Road would have to be rezoned to allow for Commercial purposes, which will open the road to further commercial developments, of which kind and size one could not guess, in any of the many properties currently for sale along Country Club Road. This would be totally detrimental to the area and its residents. One wonders if this zone, having been rural for so long, has the infrastructure to support such development. Is there a budget assigned to expand the infrastructure from what it is to what will be needed?

Second, the proposal to open Sage Road as an access road, does not give reassurance as there is no time line as to when it will be done. Are we talking 1 year? 5 years? Ten years or more? Is there even a budget for such a development? As it is now, it is not known, reason sufficient to oppose this development.

Finally, if you are inclined to go against so many unknowns, perhaps you would consider approving the nursing home and assisted living homes, but not the shopping area, big or small, it does not belong in this area. The quiet and secure area where so many citizens have made their home will stop being so, and for many of us, in the later years of our lives, it would be a hardship and a disappointment to have to pack up and move again.

Thank you for considering this matter, and I hope that the decision you reach is fair to all involved.

Sincerely,

Marta and Roberto Fraile  
212 Lake Region Blvd S  
Winter Haven FL 33881



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Country Club Road  
**Date:** Wednesday, January 30, 2019 7:15:26 AM

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From: Mike Levy [mike1nyny@hotmail.com]  
Sent: Sunday, January 27, 2019 4:46 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Country Club Road

Sirs,

I am writing to you today to implore you to vote against the proposed development on Country Club Rd near Dundee Road. The proposed building would cause much congestion and traffic, on a road that many of us need to take daily, that already has congestion and traffic during certain hours of the day. Dundee Road cannot handle the traffic it already has in that area. The proposed project would effectively turn it into a giant parking lot, something I know way too much about. You see, I grew up in New York City. I came down here last year to get away from the congestion, away from the traffic. That was a mistake. The Winter Haven area is being expanded too much, and roads are not being added or enlarged to handle the traffic. Cypress Gardens Blvd is awful around lunchtime and during the morning and afternoon rushes. If you approve this project, Dundee Road will be the same. It simply will not be able to handle the volume of traffic caused by this proposal. And we all know what happens when the infrastructure cannot handle the volume of traffic; People die. Emergency services cannot get through. The sick and injured cannot get the help they need. And it will cost people their lives. It could be you, it could be me, it could be one of our family members. I've seen it happen before. Especially with this "Senior community", that should be high on your list of reasons not to approve this proposal.

That's not to say I'm against building in the area. I think a few commercial properties would be great to have there. A warehouse store like BJ's or Costco would be welcome in the area. However the road needs to be widened and the entrances/exits need to be on Dundee, not Country Club Rd.

So again, I implore you to please, please, vote against this proposal. I'm sure there's a better way to build the area that won't destroy it in the process.

Thank you,

Mike Levy

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Country Club Road  
**Date:** Wednesday, January 30, 2019 7:15:38 AM

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From: Mike Levy [mike1nyny@hotmail.com]  
Sent: Sunday, January 27, 2019 4:46 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Country Club Road

Sirs,

I am writing to you today to implore you to vote against the proposed development on Country Club Rd near Dundee Road. The proposed building would cause much congestion and traffic, on a road that many of us need to take daily, that already has congestion and traffic during certain hours of the day. Dundee Road cannot handle the traffic it already has in that area. The proposed project would effectively turn it into a giant parking lot, something I know way too much about. You see, I grew up in New York City. I came down here last year to get away from the congestion, away from the traffic. That was a mistake. The Winter Haven area is being expanded too much, and roads are not being added or enlarged to handle the traffic. Cypress Gardens Blvd is awful around lunchtime and during the morning and afternoon rushes. If you approve this project, Dundee Road will be the same. It simply will not be able to handle the volume of traffic caused by this proposal. And we all know what happens when the infrastructure cannot handle the volume of traffic; People die. Emergency services cannot get through. The sick and injured cannot get the help they need. And it will cost people their lives. It could be you, it could be me, it could be one of our family members. I've seen it happen before. Especially with this "Senior community", that should be high on your list of reasons not to approve this proposal.

That's not to say I'm against building in the area. I think a few commercial properties would be great to have there. A warehouse store like BJ's or Costco would be welcome in the area. However the road needs to be widened and the entrances/exits need to be on Dundee, not Country Club Rd.

So again, I implore you to please, please, vote against this proposal. I'm sure there's a better way to build the area that won't destroy it in the process.

Thank you,

Mike Levy



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Feedback - Country Club Road Zoning Change Request  
**Date:** Wednesday, January 30, 2019 7:16:09 AM  
**Importance:** High

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From: Tim Hassett [thassett@mac.com]  
Sent: Sunday, January 27, 2019 2:06 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Feedback - Country Club Road Zoning Change Request

Winter Haven City Commission,

As a full time resident of Hamilton Pointe, business owner, and fan of the City, I'm writing in strong opposition to the Zoning changes put forth by Paul Schulz for the parcels on and near Country Club Road.

I'm very strongly requesting that you NOT vote in favor of this Zoning change.

- This plan is NOT consistent with the City's Comprehensive Land use plan. I have yet to hear a good reason why the Commission would override this Land Use Plan and vote for this Zoning change.
- The proposed rezoning and permitted uses are still NOT in keeping with the surrounding properties.
- Shultz's plans and intentions are inconsequential. The only thing that matters is that this Zoning change would open up this area to development that's totally incompatible with the area. If Schulz changes his plans, or sells his property, the Zoning change is what matters.
- Country Club Road is the most beautiful road in our city. One of the last roads in the city with beautiful, old, moss-draped oaks. Especially now that the City allowed most of the oaks along the Dundee road expansion project to be hacked to the ground, making for yet another ugly, shadeless street leading into Winter Haven.
- I love growth and economic development. But this has to be done in a smart way, so that we don't have another unwelcoming and unattractive area similar to Cypress Garden's Road near Wal Mart.

Regards,  
Tim Hassett

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Tim Hassett  
Montigne Bentley Hassett  
Winter Haven, FL

thassett@mac.com<<mailto:thassett@mac.com>>  
(252) 258-7881 iPhone

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: From: Jose Martinez-Salas, M.D., F.C.C.P  
**Date:** Wednesday, January 30, 2019 7:25:30 AM  
**Attachments:** [Winter Haven City Commission.pdf](#)

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From: Admin Reception [admin.reception@gesslerclinic.com]  
Sent: Tuesday, January 22, 2019 10:51 AM  
To: Nat Birdsong  
Subject: From: Jose Martinez-Salas, M.D., F.C.C.P



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: OPPOSITION to P-19-8 and P-19-9-REVISED  
**Date:** Wednesday, January 30, 2019 7:15:10 AM  
**Attachments:** [Private Devel Map 1-23-19.pdf](#)  
[ATT00001.htm](#)

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From: Jeannette Williams [jwillrun@yahoo.com]  
Sent: Sunday, January 27, 2019 7:13 PM  
To: Brad Dantzler; Nat Birdsong; Pete Chichetto; JP Powell; William Twyford  
Cc: Tim Williams  
Subject: OPPOSITION to P-19-8 and P-19-9-REVISED

Dear Commissioners,

There is a chance you will not read this email in its entirety, but I will continue to voice, on behalf of my husband and myself, our OPPOSITION to the REVISED Land Change/Zoning requests Case numbers P-19-8 and P-19-9 by Mr. Paul Schultz.

I am sure you have heard repeatedly the many reasons for OPPOSING this land use and revision. Incompatibility, density, commercial use, building height, increased traffic, and noise are some of the issues we see and others have voiced as viable reasons to defeat this proposal.

But today as I went over my emails I opened and read through the GREATER WINTER HAVEN CHAMBER OF COMMERCE weekly update "First Thing Monday Morning" I scrolled down to the "Development News" under there was a link to the "Private Development Project Map" (see attachment).

Since I am very focused on the issues involving Country Club Road, I decided a broad picture of what is going on around the city would be helpful.

Yes, there is a great deal of construction and renovation.

Yes, there are large proposed revenue generating projects.

Yes, there are requests for change of PUD.

Yes, every change will have an affect on the surrounding area.

BUT NOTE . . .

The commercial developments and those requesting a change of PUD are making this request in areas where the infrastructure of parking, access, traffic flow, like and common use, already exist or can be implemented with minor changes. What is being proposed is not in keeping with prior requests and does not at this time or with minor changes have the infrastructure to support the enormity of this project.

This proposal is not for a simple housing development as others have done on Country Club Road. Dundee Road, even with its updates, is not ready to handle such a change not now or anytime in the near or proposed future.

Please don't vote for this project just because of its extensive planning, land availability, or revenue generating possibility.

Like the lakes of Winter Haven, this stretch of Country Club road is a unique and treasured aspect of our community. Our plea and prayer is that you will OPPOSE this request since it is not in compliance with the City's Comprehensive Plan.

Dr. Timothy G. Williams and  
Jeannette R. Williams

503 Hamilton Shores Court NE  
Winter Haven, FL 33881

jwillrun@yahoo.com<<mailto:jwillrun@yahoo.com>>



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Opposition to Revised  
**Date:** Wednesday, January 30, 2019 7:14:52 AM

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From: Fred Fulks [ftfulks@aol.com]  
Sent: Sunday, January 27, 2019 9:57 PM  
Subject: Opposition to Revised

Dear Commissioner,

I strongly opposed Paul Shulz "Revised Proposal" of Case numbers P-19-8 and P-19-09-REVISED.

\*The proposed development is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven\*\*\*

>> \*\*\*The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties\*\*\*

>> \*\*\*ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value until Sage Road is completed as a CONNECTOR ROAD. In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.

Fred Fulks  
411 Horseshoe Ln  
33881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Opposition to Schulz Development  
**Date:** Wednesday, January 30, 2019 7:30:35 AM

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From: Gwen Fulks [g.fulks@aol.com]  
Sent: Sunday, January 13, 2019 6:11 PM  
To: Nat Birdsong  
Subject: Opposition to Schulz Development

I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units or more per acre versus our current 2.87 units per acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.
3. Other concerning issues would be significant increases in noise and traffic on Country Club Road which would be the major access point to said property.

Please do not allow the Schultz Property proposal to be granted.

Thank you,  
Gwen Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Outback Oasis Expansion = Country Club Road Disaster  
**Date:** Wednesday, January 30, 2019 7:08:45 AM

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From: Charles Reynolds [charlesjreynolds2@gmail.com]  
Sent: Monday, January 28, 2019 1:41 PM  
To: Brad Dantzer; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: Outback Oasis Expansion = Country Club Road Disaster

Dear Honorable City Commissioners,

My name is Charlie Reynolds and I, along with my wife, are 40 plus year residents of Winter Haven. While you will notice that my address is not in the Winter Haven City limits my Wife and I own several properties in the Winter Haven City limits and are concerned about the proposed expansion of the Outback Oasis off of Country Club Road. This expansion will directly affect our property on West Lake Hamilton Drive.

We have 3 main objections to the subject expansion. They are listed as follows:

- 1.) Preserving History and Tradition - The Outback Oasis was, for decades, a residence. Paul Schultz has somehow over the years turned this into a commercial operation. The Country Club Road area has long been a residential area. People desire to live in this area because of the peace and tranquillity that it offers. This area is one of the few places left in the Winter Haven area that has preserved the "Old Florida" or "Old Polk County" atmosphere of winding country roads through live oak hammocks, pastures, and orange groves. We should not allow commercial operations to invade a residential area such as this.
- 2.) Safety - It is our understanding that the entrance and exit of the proposed Assisted Living Facility will be located directly off Country Club road. Country Club road is a winding road with many blind spots. Allowing an inordinate amount of traffic on this road will cause a safety hazard. My guess is that this would eventually lead to having a traffic light manage the entrance and exit of this facility. This leads us back to point #1 about preserving the "Country Living" atmosphere that people desire when they move into the Country Club Road Area.
- 3.) Environmental Concerns - The Outback Oasis has already been allowed to bring in a lot of dirt and fill in a lot of low lying places. We are not sure how Mr. Schultz was allowed to get these permits to begin with but he has and it has affected and disturbed the watershed of our area. We live off of West Lake Hamilton Drive. We, along with our neighbors, are starting to see a lot of flooding on the lower lying areas of our properties. It is not that these low areas never held water, they naturally do. However, since Mr. Schultz has been allowed to have free reign on his property over the past few years the flooding in these areas has worsened and now takes 3 to 4 times as long to drain. It has also increased the size of the flooded areas. In addition to the watershed issue this commercial operation will be a eye sore to what has long been one of the most pristine areas of Winter Haven and Polk County.

Please understand. We are not Anti-Business. As a matter of fact we are very pro-business conservatives. We simply feel that business and residential areas should be kept separate. Especially in this case where this new facility would be planted right in the heart of such a beautiful area.

Please do not allow one person to benefit to the detriment of the hundreds of people that live in one of the most beautiful and pristine areas of Winter Haven and Polk County.

Thank you for your time.

Charlie and Amy  
Mr. and Mrs. Charles J. Reynolds, II  
2045 W. Lake Hamilton Drive

Winter Haven, FL 33881  
Cell: 863-412-2277  
Fax: 863-353-5822



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Outback Oasis revised proposal  
**Date:** Wednesday, January 30, 2019 7:19:09 AM

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From: Craig Merrill [merrillcraig@gmail.com]  
Sent: Thursday, January 24, 2019 11:58 AM  
To: JP Powell; Brad Dantzler; Nat Birdsong; William Twyford; Mike Herr  
Subject: Outback Oasis revised proposal

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal gets through it will open Pandora's Box and open up other open land for development.

If you look at the arguments against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

This will only hurt us that live in the neighboring communities.

The reduction in units to 5.8 per acre are still double of all surrounding neighborhoods. The only neighborhood that is less than half of that is the furthest away from the Schultz proposal! So it is not compatible with the rest of the surrounding areas!

Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W. Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

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Thank you,

Craig Merrill

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Paul Schulz case #P-19-08, and #P-19-09 photos of Country Club Rd and Sage Rd  
**Date:** Wednesday, January 30, 2019 7:17:38 AM  
**Attachments:** [IMG\\_9017.JPG](#)  
[ATT00001.txt](#)  
[IMG\\_9026.JPG](#)  
[ATT00002.txt](#)  
[IMG\\_9038.JPG](#)  
[ATT00003.txt](#)  
[IMG\\_9036.JPG](#)  
[ATT00004.txt](#)  
[IMG\\_9047.JPG](#)  
[ATT00005.txt](#)  
[IMG\\_9048.JPG](#)  
[ATT00006.txt](#)  
[IMG\\_9055.JPG](#)  
[ATT00007.txt](#)  
[IMG\\_9060.JPG](#)  
[ATT00008.txt](#)  
[IMG\\_9061.JPG](#)  
[ATT00009.txt](#)

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From: Thomas Johnson [tom.and.terri@gmail.com]  
Sent: Friday, January 25, 2019 2:55 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Paul Schulz case #P-19-08, and #P-19-09 photos of Country Club Rd and Sage Rd

Dear City Commissioner

My wife and I are sending these photographs to draw your attention to the traffic and safety issues on Country Club Rd and Sage Rd. These roads are major components of the proposed case numbers: P-19-08 and P-19-09.

Dr. and Mrs Thomas Johnson

407 Horseshoe Ln NE

Winter Haven Fl.



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Paul Schulz property approval  
**Date:** Wednesday, January 30, 2019 7:37:47 AM

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From: Peter Verrill [pverrill@aol.com]  
Sent: Wednesday, January 09, 2019 2:54 PM  
To: Nat Birdsong  
Subject: Paul Schulz property approval

Dear Mr. Birdsong,

I just wanted to voice my support for Paul's project on Country Club Road. I have lived here for almost 28 years and have seen Country Club road evolve over the decades. It is still the prettiest road in Winter Haven and we are happy to be in the City.

I know that a few of my fellow Board Members spoke against his proposal at the Planning Commission. They do not speak for the whole Board nor the homeowners here in Hamilton Pointe. We are far enough away that there should be no appreciable impact on our way of life with what Paul Schulz has in mind. Many of us here and at the Gates of Lake Region feel this could be a win for our home values and a win for the City of Winter Haven.

Thanks for hearing me out.

Peter

Peter Verrill MD,  
Secretary, Hamilton Pointe Homeowners Association

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Paul Shulz Oasis Property  
**Date:** Wednesday, January 30, 2019 7:30:18 AM

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From: davespowerequipment@verizon.net [davespowerequipment@verizon.net]  
Sent: Friday, January 11, 2019 1:51 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell  
Subject: Paul Shulz Oasis Property

Commissioners,

I live at 705 Heritage Dr. NE in Hamilton Pointe.

I am requesting that you take the time and look real hard at this project that was passed by the Planning Commission earlier this month. By the way the tie breaker was Mr. Hemenway just by chance is a well known realtor (surprised). I understand that Mr. Shulz is loved by the city but he has turned from known environmentalist to developer capitalist. If not why did he build the road already with a temporary fence?

The impact of traffic and just the wrong placement of this mini Celebration just does not fit our area. I understand that this is the cheapest route for the city to get their prior discussed road extension without footing the total cost, but the ramifications are to impactful.

Many of you know the winding two lane road that even with the new paving barely can handle a full size pickup because it has inadequate shoulders. So to put the main entrance at Country Club Road is totally out of the question. He was annexed into the city because the county turned him down, you needed more tax base so it was accepted. If you pass this at minimal could you please make his main entrance at Sage and Dundee Rd? There is not one piece of commercial business within miles of his operation off a country road around us until West Lake Hamilton and 544.

Please do all of the residents a service and either shoot down his idea or make heavy modifications to fit the neighborhood. Remember all of the wetlands around this area are the headwaters of the Peace River!!

Thanks for your time. See you at the meeting.

Mike Rousch

Dave's Power Equipment LLC  
29722 US HWY 27  
Lake Hamilton, Fl. 33851  
P 863-438-9888  
F 863-438-9887  
davespowerequipment.com



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Planning Commission applications P-19-08 and P-19-09 Outback Oasis  
**Date:** Wednesday, January 30, 2019 7:29:15 AM  
**Attachments:** [P1908 P1909 memo.pdf](#)

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From: Anne Wood [awood.johnwoodmanagement@gmail.com]  
Sent: Tuesday, January 15, 2019 11:23 AM  
To: Nat Birdsong  
Subject: Planning Commission applications P-19-08 and P-19-09 Outback Oasis

Mayor Pro-Tem Birdsong,  
Attached please find a letter with concerns regarding the above applications by Paul Schulz that will be the subject of your Commission meeting on January 28, 2019. I would appreciate you taking the time to read our concerns and comments. If you have any questions, please don't hesitate to give me or my husband a call. We would be happy to discuss our concerns in person or on the phone.

Thank you for your time.

Sincerely,

Tom and Anne Wood

Tom - 863-287-9663  
Anne - 863-604-0930

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Anne V. Wood  
Chief Financial Officer  
John Wood Realty, Inc.  
3601 Cypress Gardens Rd., Ste A  
Winter Haven, FL 33884  
Office - 863.324.9663  
Cell - 863.604.0930

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Please Vote NO - Case numbers P-19-8 and P-19-09-REVISED  
**Date:** Wednesday, January 30, 2019 7:05:02 AM

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From: Matt [rmmcgill84@gmail.com]  
Sent: Monday, January 28, 2019 4:37 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: Please Vote NO - Case numbers P-19-8 and P-19-09-REVISED

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a **COMMERCIAL** structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a **TOTAL** of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis-related Neighborhood Activity Center to be built, **PRIOR** to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with **NO NEW** new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS OR FUNDS** to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD.** ANY new development will require that Country Club Road be the **ONLY** ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development



of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and NOT VOTE on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more than 207 units (3 units per acre) with NO COMMERCIAL DEVELOPMENT.

IF approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

Thank you,

Matt McGill  
Hamilton Pointe

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Proposed changes to Country Club Road (Paul Schulz)  
**Date:** Wednesday, January 30, 2019 7:16:55 AM

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From: Jeff Satterfield [jsatter65@gmail.com]  
Sent: Saturday, January 26, 2019 4:05 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: Proposed changes to Country Club Road (Paul Schulz)

Hello.

Once again, Outback Oasis wants to change the most scenic road in Winter Haven to suit his own needs. This IS NOT part of the comprehensive plan for this road, and is not acceptable mesh for all the residential homes who were here well before Mr. Schulz came along. There is no president or reason for this change, not to mention the traffic chaos it would create.

Do not affect some of your highest paying tax residents by approving this and lowering values, and going against the zoning regulations for this area.

Thank you,

Jeff Satterfield  
410 Horseshoe Ln  
Hamilton Pointe



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Proposed development of Country Club Road  
**Date:** Wednesday, January 30, 2019 7:09:41 AM

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From: csmartin1947@aol.com [csmartin1947@aol.com]  
Sent: Monday, January 28, 2019 1:05 PM  
To: Nat Birdsong  
Subject: Proposed development of Country Club Road

Dear Mr. Birdsong,

I hope you will use wisdom tonight. The proposed development, even the newest rendition, is unacceptable.  
The whole idea is just crazy!  
Access roads should be in place before development!  
Traffic lights should be in place before development!  
Existing roads widened!  
Just to name a few of the obstacles that must be addressed and overcome before any approval of a new development.  
This plan is ill-conceived and will cost the taxpayers millions of dollars.  
Nor is it appropriate for the neighborhoods surrounding the proposed development.

Thank you.

James L. and Carol Sue Martin  
1740 Crump Road  
Winter Haven, Fl 33881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Proposed PUD development P-19-08 and P-19-09  
**Date:** Wednesday, January 30, 2019 7:31:51 AM  
**Attachments:** [Schultz development 2019.pdf](#)  
[ATT00001.txt](#)

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From: Thomas R Johnson [tom.and.terri@gmail.com]  
Sent: Friday, January 11, 2019 12:02 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Proposed PUD development P-19-08 and P-19-09

Dear Commissioners:

Attached please find a letter concerning proposed PUD development P-19-08 and P-19-09.

Thank you for your consideration.

Sincerely,

Dr. and Mrs. Thomas R Johnson

407 Horseshoe Ln. NE

Winter Haven, FL 33881



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility  
**Date:** Wednesday, January 30, 2019 7:19:45 AM

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From: Charlene Oconnor-IrishTouchBulldogs [irishtouchbulldogs@verizon.net]  
Sent: Wednesday, January 23, 2019 3:54 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell; Pete Chichetto  
Subject: REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility

O'CONNOR

413 Horseshoe Lane NE – Winter Haven, FL 33881 – 863-293-6159  
irishtouchbulldogs@verizon.net<<mailto:irishtouchbulldogs@verizon.net>>

January 23, 2019

THREE PAGES

To: Winter Haven City Commissioners

\* Bradley T. Dantzler bdantzler@mywinterhaven.com<<mailto:bdantzler@mywinterhaven.com>>; (863) 289-9947  
\* Nathaniel J. Birdsong, Jr. nbirdsong@mywinterhaven.com<<mailto:nbirdsong@mywinterhaven.com>>; (863) 289-9813  
\* William J. Twyford wtwyford@mywinterhaven.com<<mailto:wtwyford@mywinterhaven.com%20>>; (863) 307-2291  
\* James H. "JP" Powell jppowell@mywinterhaven.com<<mailto:jppowell@mywinterhaven.com>>; (863) 308-2464  
\* Peter M. Chichetto pmchichetto@mywinterhaven.com<<mailto:pmchichetto@mywinterhaven.com>>; (863) 289-2794

Subject;; Case Nos. P-19-08 and P-19-09 for Incompatibility.  
REVISED Shulz Proposed Land Use Development Vote 'NO'  
Gentlemen:

We wrote you all our letter dated January 18,, 2019 in response to Mr. Schulz' original PUD.

We now wish to submit our reply to the 'Revised' plan Mr. Schulz and his team have submitted.

We have reviewed Mr. Schulz' 'REVISED' Land Use Development update and continue to have extremely serious concerns regarding this proposal over all.

Mr. Schulz has planned this development for years and we know it now or have learned about it through research of tax records and sales to Mr. Schulz No more secrets of buying up vacant, 'for sale' land to add to his already sprawling kingdom. The secret is out, loud and clear! This is not Disney SW or LegoLand NW. It is our quiet, serene and beautiful neighborhood that we live in 24/7, 365 days/year. Many more of us want to keep it this way than don't!

Mr. Schulz, his financial partners and few supporters have never or will ever have any consideration for the surrounding neighbors or developed neighborhoods. It is Mr. Schulz' intention to bypass any and all concerns for the sake of his own profit and recognition as a real estate developer in an area which drew many home and land owners in the past here due to the peace, serenity and natural beauty of the area.

Please keep in mind that Mr. Schulz proposed PUD in any way, shape or form, original planned or revised, is not in the best interest of property or surrounding areas. Some nearby land owners, investors and supporters of this PUD are likely supporters because they will benefit in monetary or personal fashion. There are many more property owners, like us, who are adamantly opposed to this PUD, Revised or not!

We have nothing to gain and everything to lose, as if this PUD is approved, then former Knapp property or other proposals will also likely be approved. Hundreds of us lose for the sake of a very few!  
This is a very important vote, and we hope you will consider more than Mr. Schulz and his investors, and think about the hundreds of us this will impact negatively!

\*\*\*\*\*

Mr. Schulz' REVISIONS are in italics directly from the document

Our response to the REVISED Proposal is in BOLD and underlined!

#### LAND USE / COMPATIBILITY

- We have agreed to reduce the overall unit count request to 400 age-restricted units (which is a 20% reduction from 500 units). This is a density reduction from 7.2 to 5.8 units per acre.

This is still a huge difference in density previously ordained/approved for the area. 400 is 400 too many!

Mr. Schulz' math is still more than two times more than previously ordained/authorized units. Unacceptable!

- We have agreed to provide a minimum 40% open space within the development to help maintain the existing Country Club Road character of "winding, tree-lined roads" and "open lands".

This 40% open space means nothing to the calculated traffic, noise, construction negatives, and overall impact to the previously ordained/approved land use for the area. 10% is not much of a reduction! This is Unacceptable!

- We have agreed to NO outdoor amplified sound.

This NO outdoor amplified sound cannot be guaranteed when events will be held inside the Schulz compound in either open or enclosed venues. Outback Oasis already has amplified sound during some current events. Amplified Sound has different meanings to different individuals, groups and organizations. The surrounding residential neighborhoods can be affected with any or all amplified sound, whatever the definition.

#### BUILDING HEIGHTS

- We have agreed to restrict building heights to a 2-story maximum within 500 feet of Country Club Road. This will insure that the view from Country Club Road will remain consistent with the surrounding homes.

Two stories or three stories within 500 feet of Country Club Road continues to create traffic, noise and traffic congestion. This is Not Acceptable.

- We have agreed to restrict building heights to a 2-story maximum within 300 feet of the southeast corner of the property, to minimize the impact on these neighbors.

Two story buildings within 300 feet of the southeast corner of the property will totally impact specific neighbors and all surrounding neighborhoods. Noise, traffic and other adverse impacts will continue to affect neighbors with 1 story buildings. This is Not Acceptable!

- We have also agreed to restrict all building heights for the remainder of the property to a maximum of 3-stories (from 5-stories).

Two stories from three stories is a minimal height difference and only affects 'line of sight', not overall impact to the area previously approved/ordained for the entire area. This is Unacceptable.

#### TRAFFIC / SAGE ROAD

- We continue to agree to donate 60-ft. ROW through property (3.8 acres). We have also agreed that this will be a donation to the City regardless of the status of the project.

It is of little concern what Mr. Schulz' plans to donate to the City, as the impact of this entire development adversely impacts homeowners, current developments, traffic, noise and other negative situations, collectively and individually. This is Totally Unacceptable.

- We continue to agree to construct Sage Road Extension through the Schulz property to the southern boundary (in a phased manner with construction) if no other funding sources become available at the time it is needed for this development.

It is none of our concern what Mr. Schulz' funding sources have been or will be in the future. This PUD affects too many land and property owners to be a viable, positive addition to the area. This revision is Totally Unacceptable as it is vague and misleading! We do not condone smoke screen revisions or the original PUD.

- We agree to direct all future construction traffic and to encourage emergency vehicle traffic to access the site from Sage Road (to minimize sound along Country Club Road).

It is easy for Mr. Schulz, his financial partners, very few supporters, emergency vehicle traffic, the general contractor, engineers and construction companies to promise rerouted construction trucks and increased traffic to Sage Road at some point in the future, but there is no guarantee whatsoever that this would actually occur.

Therefore, this 'revision' and everything connected to it is Totally Unacceptable.

#### NEIGHBORHOOD ACTIVITY CENTER

- We have agreed that there will be no new commercial activity until such time as Sage Road is a completed connector road from Country Club Road to Dundee Road.

If there is no commercial activity until Sage Road is completed, this is a moot point as there doesn't appear to be a guarantee this will occur, either now, in the near or future. Therefore, this revision is Totally Unacceptable!

- We have agreed to reduce our Neighborhood Activity Center request to 40,000 SF (which is a



reduction of 20% from 50,000 SF). The 40,000 SF will be restricted to appropriate uses associated with the Assisted Living Facility and Active Adult development.

There is absolutely no need for a 'Neighborhood Activity Center' of any size in this neighborhood area. Therefore, this revision is Unacceptable on all counts.

- We have agreed to restrict the maximum Neighborhood Activity Center SF prior to the Sage Road connection to Dundee Road to 8,000 SF Outback Oasis-related, non-commercial improvements. In other words, if the improvements to the current Sage Road and the extension are not completed, the remainder of the Neighborhood Activity Center will not be built.

Duplicate reply: There is absolutely no need for a Neighborhood Activity Center of any size in the surrounding neighborhood area. The PUD wants it for the residents of the Adult Living buildings and single family home developments within the properties only. Absolutely Unacceptable on all counts!

- We have also agreed to restrict the maximum neighborhood retail to 4,000 SF (or 10% of total).

There is no need for any commercial, retail, restaurants, spas, hotels (bed and breakfast) or or any such enterprise in the area. Mr. Shulz' proposed PUD is for his sole and only purpose to gain profits and wealth for himself, his investors and his family ONLY!

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments, as well as the 'Revisions' outlined above, with coordinating replies to each. We are totally amazed this development is supported by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

We live in a home at Hamilton Pointe whose previous owner was terribly affected by the traffic death of his son driving on the winding Country Club Road. The three young men who drove through a portion of the Schulz fence after a curve in the road a few years ago, is now decorated with crosses, flowers and ribbons. This memorial is visible to everyone driving north on the Schulz property line. We comment on it and say silent prayers to the families of those boys who innocently died there.

Do we really need to encourage more traffic incidents on Country Club Road, possibly losing more lives, so one person can benefit totally from this proposed development?

Please do not allow the Schultz Property proposal to be granted.

Letter Postscript:

I worked for large real estate developers in San Diego for many years. I admit now that I am not proud that developers were given preferential treatment and projects were approved by local government officials, without any consideration for home and land owners in the immediate areas of the developments. I understand a bit more about these 'politics players' than some, but realize and request that you seriously consider your responsibility to do what is right for the masses which is the prevailing factor in this critical vote.

Charlie O'Connor

Respectfully,

/s/ Roger O'Connor and Charlie O'Connor

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Schultz Property Case numbers P-19-08 and P-19-09  
**Date:** Wednesday, January 30, 2019 7:16:39 AM

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From: gjraf [gjraf@aol.com]  
Sent: Saturday, January 26, 2019 4:51 PM  
To: Nat Birdsong  
Subject: Schultz Property Case numbers P-19-08 and P-19-09

Dear Mr. Birdsong:

I have read Mr Schultz's revised plans for his outback oases. I am still OPPOSED to the revised plan for the following reasons:

1. This new revision of his proposed development is still not consistent nor compatible with the surrounding area. Instead of 7.12 units per acre that he originally wanted, he is proposing 5.8 units per acre. This is far more dense than our current 2.87 units per acre. Thus it is still NOT consistent with the area.
2. The commercial land use is still not consistent with the area or comp plan. As you are well aware of, commercial land use has to intersect at two collector roads either existing or proposed (specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage Road is NOT an existing or proposed collector road. The existing Sage Road will NEVER be qualified unless the county or city purchases the right away to expand the road. There is nothing by the county nor city to do so. In fact the county nor the city have any plans nor funding to do so in the near future to do any work on Sage Road. The 2040 County Transportation plan does not have Sage Road as an existing need for expansion nor construction.

Please do not allow the Schultz property proposal to be granted

Thank you,

Gordon J. Rafool, MD



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Schultz Property Proposal  
**Date:** Wednesday, January 30, 2019 7:36:50 AM

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From: gjraf [gjraf@aol.com]  
Sent: Thursday, January 10, 2019 3:58 PM  
To: Nat Birdsong  
Subject: Schultz Property Proposal

Mr Birdsong:

I am adamantly opposed to the proposed development to the Schultz property. For the following reasons. :

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so. The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

Please do not allow the Schultz Property proposal to be granted.

Thank you Nat for taking the time to read this.

Gordon J. Rafool, MD

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Schulz Property  
**Date:** Wednesday, January 30, 2019 7:14:16 AM

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From: davespowerequipment@verizon.net [davespowerequipment@verizon.net]  
Sent: Monday, January 28, 2019 7:19 AM  
To: Brad Dantzler; Nat Birdsong; William Twyford; JP Powell  
Subject: Schulz Property

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a **COMMERCIAL** structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a **TOTAL** of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis-related Neighborhood Activity Center to be built, **PRIOR** to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with **NO NEW** new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS OR FUNDS** to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD.** ANY new development will require that Country Club Road be the **ONLY** ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was

denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and NOT VOTE on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more than 207 units (3 units per acre) with NO COMMERCIAL DEVELOPMENT.

If approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

Mike Rousch

705 Heritage Dr. N.E.  
Winter Haven, Fl. 33881



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Shultz project  
**Date:** Wednesday, January 30, 2019 7:15:56 AM

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From: Ann Duce [annduce@yahoo.com]  
Sent: Sunday, January 27, 2019 2:49 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford  
Subject: Shultz project

I am in favor of the development proposed by Mr. Shultz. Much false info. has been printed and shared. After an extensive view of the property and proposed development plans, I feel this will be an ideal 55 plus community with much more than usual natural land included within the development and a focus on conservation and healthy outdoor activities for the residents. I live in the Gates of Lake Region and I foresee no problem with noise or unsightly buildings. Of course, traffic is always a concern, but that is related to the new development, Country Walk, and expansion of Crossroads as well as the normal influx due to growth.

Thank you, Ann Duce, 304 Niblick Circle, Winter Haven, 33881

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Support Letter for Schulz Property Rezoning  
**Date:** Wednesday, January 30, 2019 7:21:19 AM  
**Attachments:** [20190122133609055.pdf](#)

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From: Bill Christian [om2@1234bi.com]  
Sent: Tuesday, January 22, 2019 2:28 PM  
To: Brad Dantzler  
Cc: Nat Birdsong; William Twyford; Pete Chichetto; JP Powell  
Subject: Support Letter for Schulz Property Rezoning

Dear Mayor Dantzler and others,

Please see the attached letter of support for the Schulz Property Rezoning.

I am available at the numbers below if you have any questions.

Sincerely,

Bill Christian

Operations Manager

Bradco, Inc.

Office: 404-233-1676

Mobile: 770-601-1614 (Voice or Text)

Fax: 404-233-1685

**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: Vote "yes" on Schulz proposal on Country Club Road.  
**Date:** Wednesday, January 30, 2019 7:22:04 AM

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From: Peter Verrill [pverrill@aol.com]  
Sent: Saturday, January 19, 2019 5:26 PM  
To: Nat Birdsong  
Subject: Vote "yes" on Schulz proposal on Country Club Road.

Dear Nat:

I'm again writing to encourage you to vote for Paul Schulz's planned project on Country Club road and Sage road. He has a wonderful vision for this area of Country Club road that will benefit the surrounding area, the City and the people of our wonderful city.

We have great need for assisted living facilities and this one would be the finest in the area. The statistics are out there. There argument from some of my vocal neighbors will reflect on the quiet nature of our road, traffic and noise. None of this is pertinent. I was the 5th home built in this neighborhood and have been on the Board for most of Lenore and my time here since 1991. I lived in the County since 1976. It is a privilege to be in the City of Winter Haven and we want what's best for the City.

Lenore and I and several, more shy, neighbors believe that the envisioned planned development will do nothing but increase the beauty of this road, increase our home values and magnify the stature of our City.

It was wonderful seeing you at the ribbon cutting ceremony for the venue at Country Club of Winter Haven. Please support the Planning Commission and vote for the future of our little corner of our great City.

Sincerely,

Peter

Peter Verrill, MD (retired)  
Secretary  
Hamilton Pointe Homeowners Association.

305 Hamilton Shores Dr. NE  
Winter Haven, FL 33881

863-660-1623 Nat:



**From:** [Nat Birdsong](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** FW: VOTE NO on Case Nos. P-19-08 and P-19-09 for Incompatibility.  
**Date:** Wednesday, January 30, 2019 7:04:04 AM

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From: edcanvas@aol.com [edcanvas@aol.com]  
Sent: Monday, January 28, 2019 10:32 PM  
To: Brad Dantzler; Nat Birdsong; William Twyford; jppowel@mywinterhaven.com; Pete Chichetto  
Cc: edcanvas@aol.com  
Subject: VOTE NO on Case Nos. P-19-08 and P-19-09 for Incompatibility.

Gentlemen,

Please vote no on Case Nos. P-19-08 and P-19-09 for Incompatibility. This construction will change the look and feel of the area and I am opposed to the construction proposed by Paul Schultz.

I own property @ Hamilton Pointe. It will directly affect me negatively as I am streetside. It will likely eliminate my view of the sunset. The construction and units will overuse the area. I am opposed to the building project. Thank you for listening.

Judy Bailey  
713 Heritage Dr. NE  
Winter Haven FL 33881

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case numbers P-19-8 and P-19-9, Schulz Property  
**Date:** Wednesday, January 23, 2019 10:59:13 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 15, 2019 at 6:35:36 PM EST  
**To:** "[mmcc939@aol.com](mailto:mmcc939@aol.com)" <[mmcc939@aol.com](mailto:mmcc939@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Case numbers P-19-8 and P-19-9, Schulz Property

Good Evening Mr.and Mrs. McCain.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 15, 2019, at 5:26 PM, "[mmcc939@aol.com](mailto:mmcc939@aol.com)" <[mmcc939@aol.com](mailto:mmcc939@aol.com)>  
wrote:

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From: [mmcc939@aol.com](mailto:mmcc939@aol.com)  
To: [wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com),  
[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com),  
[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com),  
[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com),  
[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)  
Sent: 1/15/2019 5:15:45 PM Eastern Standard Time  
Subject: Case numbers P-19-8 and P-19-9, Schulz Property

Commissioners,

The purpose of this email is to indicate our **OPPOSITION** to the Land Change/Zoning requests made by Paul Schulz and approved by the Planning Commission on 1/3/2019. The reasons for our opposition are as follows:

1. The proposed development of 7.12 units per acre (a total of 500

units) is **MUCH GREATER** than the average 2.87 units per acre for all surrounding neighborhoods on Country Club Road.

2. The request allows for building heights up to 5 floors (65 feet) which is **SIGNIFICANTLY INCONSISTENT** with the surrounding area.

3. The request for 50,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the Comprehensive Land Use Plan. The existing Outback Oasis is not zoned commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The designation/zoning should remain the same.

Commercial land use must intersect at two collector roads, either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS** by Polk County or funds to improve Sage Road from the Schulz property, connecting with Dundee Road. According to the County 2040 Transportation Plan there is no need for expansion or construction.

**IF** the Commission approves this request, which has few details or specifics, Mr Schulz can proceed with **ALL** of his development plans. The only development restriction is not building Commercial greater than 10,000 square feet until, and unless, Sage Road is completed, connecting with Dundee Road. Until Sage Road is completed, **ANY** new development would have only one ingress and egress. Country Club Road, creating considerable traffic and safety concerns..

If approved, this land use /zoning change would set a precedent for similar Commercial, high density developments on any undeveloped parcels of land greater than 10 acres along Country Club Road, effectively turning a residential area to Commercial..

As long time residents of the Hamilton Pointe neighborhood, we urge you **NOT TO APPROVE** Mr. Schulz' requests!!!

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven ,FL 3881



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case Nos. P-19-08 and P-19-09 for Incompatibility. Shulz Proposed Land Use Development Vote 'NO'  
**Date:** Wednesday, January 23, 2019 11:00:06 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 17, 2019 at 11:11:29 PM EST  
**To:** Charlene Oconnor-IrishTouchBulldogs <[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres <[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop <[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Case Nos. P-19-08 and P-19-09 for Incompatibility. Shulz Proposed Land Use Development Vote 'NO'

Good Evening Mr. and mars. O'Connor.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 17, 2019, at 8:24 PM, Charlene Oconnor-IrishTouchBulldogs <[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)> wrote:

**O'CONNOR**  
**413 Horseshoe Lane NE – Winter Haven, FL 33881 –**  
**863-293-6159**

[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)

January 18, 2019

To: Winter Haven City Commissioners  
\* Bradley T. Dantzler [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com); (863) 289-9947  
\* Nathaniel J. Birdsong, Jr. [nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com); (863) 289-9813  
\* William J. Twyford [wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com); (863) 307-2291  
\* James H. "JP" Powell [jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com); (863) 308-2464  
\* Peter M. Chicetto [pmchicetto@mywinterhaven.com](mailto:pmchicetto@mywinterhaven.com); (863) 289-2794

Subject:: Case Nos. P-19-08 and P-19-09 for Incompatibility.  
Schulz Proposed Land Use Development  
**Vote 'NO'**

Gentlemen:

We moved from California to Hamilton Pointe in Winter Haven in 2003. After looking at homes in many Winter Haven neighborhoods, we chose Hamilton Pointe as we appreciated it's somewhat isolated and serene setting and the surrounding quiet and appealing environment.

For 15 years, we have seen new home developments added in nearby neighborhoods, but felt confident our location would never endure any development which could be adverse to the original land use parameters which may adversely harm our property value as well as our right to live in a peaceful, low traffic impacted and beautiful area of Winter Haven.

Although we appreciate Mr. Schulz is a valued contributing member of the Winter Haven community and we see that his properties, including the Outback Oasis pond and gardens, are visually pleasing, this new proposed development is beyond comprehension as it does not coincide with the original land use purposes of this entire area.

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments and are amazed this development has been approved to this point by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

Therefore, we are adamantly opposed to this proposed development for the Schulz property for the following reasons:

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.

2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so. The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

3. Winter Haven has an abundance of Active Adults/Senior Living communities. The proposed 500 units are not required here. We also do not need an activity center or commercial uses in our neighborhood. A Bed and Breakfast is out of the question!

4. With Country Club Road proposed to be the primary ingress/egress to this development, it is frightening to know that the winding road, with new turn lanes to accommodate increased traffic, would severely impact the safety and security of any automobiles, trucks, bicycle riders, runners or foot traffic.

Let's not have any more accidents on Country Club Road than have already occurred, killing drivers who missed curves on this winding road. We cannot afford losing any more lives for the sake of new and unwarranted, incompatible developments!

**Please do not allow the Schultz Property proposal to be**

**granted.**

Respectfully,  
*/s/ Roger O'Connor and Charlie O'Connor*

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case numbers P-19-08 and P-19-09 Schulz Property  
**Date:** Wednesday, January 23, 2019 10:58:48 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 14, 2019 at 9:07:11 AM EST  
**To:** Charles Matthews <[fngrower@aol.com](mailto:fngrower@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject: Re: Case numbers P-19-08 and P-19-09 Schulz Property**

Good Morning Mr. Matthews.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 14, 2019, at 8:55 AM, Charles Matthews <[fngrower@aol.com](mailto:fngrower@aol.com)> wrote:

Dear Commissioners,

I am a resident of Hamilton Pointe in NE Winter Haven approximately 1,400 feet north of Mr. Schulz property on Country Club Road. I recently attended the Winter Haven Planning Commission meeting on January 3rd where Mr. Schulz's representative presented his plan to assign Residential-Low Density and Neighborhood Activity Center land uses to four annexed parcels and assign Planned Unit Development zoning to the same parcels. Although Mr. Schulz has been a reasonable neighbor in the past and developed the property to the benefit of the Country Club Road neighborhood this current proposal is contrary to past efforts and will be a detriment to the area.

His proposal for an "aging in place" concept is **NOT** consistent with the area given the density of **7.12** units/acre compared to the surrounding area with an average density of **2.87** units/acre nor is his commercial land use consistent with the area or the 2025 Winter Haven Comprehensive Plan. The Comprehensive Plan requires Neighborhood Activity Centers to be developed within 1,500 feet of an intersection of two existing or planned arterial or collector streets. The Planning Commission staff based their recommendations on the completion of Sage Road and its intersection with Country Club Road. According to the 2040 County Transportation Plan, Sage Road does not have an existing need for expansion or construction. Further complicating Sage Road development is the lack of right-of-way

across the "county maintained" portion.

**For the above reasons of inconsistent density and land use, I am adamantly against the development as proposed by Mr. Schulz! I would implore the Commissioners to strongly consider the inconsistencies with this plan and reject it at their earliest opportunity.**

**Charles Matthews  
307 Hamilton Shore Dr. NE  
Winter Haven, FL.**

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Concerns about Paul Schulz/Outback Oasis proposal  
**Date:** Wednesday, January 23, 2019 10:56:43 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 7, 2019 at 8:55:11 PM EST  
**To:** Craig Merrill <[merrillcraiga@gmail.com](mailto:merrillcraiga@gmail.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres <[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop <[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>, Vanessa Castillo <[vcastillo@mywinterhaven.com](mailto:vcastillo@mywinterhaven.com)>  
**Subject: Re: Concerns about Paul Schulz/Outback Oasis proposal**

Good Evening Craig.  
Thank you for your email, comments and concerns.  
JP Powell  
Sent from my iPad

On Jan 7, 2019, at 6:22 PM, Craig Merrill <[merrillcraiga@gmail.com](mailto:merrillcraiga@gmail.com)> wrote:

Thank you for taking the time to read my email. I wanted to voice my concerns over the proposal coming to the City Commission on the Paul Schulz/Outback Oasis proposal.

The proposal to have a 5 story building and town houses with multiple residents and having seven units per acre is a concern. The surrounding neighborhoods have one and two story single family homes. The large building and townhouses doesn't represent what this part of our beautiful city is about.

This area of town also isn't a commercial area. It has always been a residential area. I know that Sage Road is in the city/county "plans" for 2025. Is there money for this road? Is a commercial area allowed with only one road to access and leave the commercial area? I believe the answer to these two questions is: NO.

I purchase a lot in the Hamilton Pointe subdivision in 2001 and have lived there ever since and plan on raising my family here. I would



like my children to remember their neighborhood as quiet, family oriented, and an area they could be proud of. Please keep it this way.

Please contact me if you have any questions.

--

Thank you,

Craig Merrill

715 Heritage Drive NE

Winter Haven, FL 33881

Cell 863-287-2715

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: From: Jose Martinez-Salas, M.D., F.C.C.P  
**Date:** Wednesday, January 23, 2019 11:01:26 PM  
**Attachments:** [Winter Haven City Commission.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 22, 2019 at 12:25:23 PM EST  
**To:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Fwd: From: Jose Martinez-Salas, M.D., F.C.C.P

FYI  
JP

Sent from my iPhone

Begin forwarded message:

**From:** Admin Reception <[admin.reception@gesslerclinic.com](mailto:admin.reception@gesslerclinic.com)>  
**Date:** January 22, 2019 at 10:48:50 AM EST  
**To:** "[bdantzer@mywinterhaven.com](mailto:bdantzer@mywinterhaven.com)"  
<[bdantzer@mywinterhaven.com](mailto:bdantzer@mywinterhaven.com)>, "[nbirdsong@winterhaven.com](mailto:nbirdsong@winterhaven.com)"  
<[nbirdsong@winterhaven.com](mailto:nbirdsong@winterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Cc:** "[paul@paulschulz.com](mailto:paul@paulschulz.com)" <[paul@paulschulz.com](mailto:paul@paulschulz.com)>  
**Subject:** From: Jose Martinez-Salas, M.D., F.C.C.P

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Opposition to Shultz Development  
**Date:** Wednesday, January 23, 2019 10:58:46 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 14, 2019 at 9:06:04 AM EST  
**To:** Gwen Fulks <[g.fulks@aol.com](mailto:g.fulks@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Opposition to Shultz Development

Good Morning.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 13, 2019, at 6:15 PM, Gwen Fulks <[g.fulks@aol.com](mailto:g.fulks@aol.com)> wrote:

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units or more per acre versus our current 2.87 units per acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing



on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

3. Other concerning issues would be significant increases in noise and traffic on Country Club Road which would be the major access point to said property.

Please do not allow the Schultz Property proposal to be granted.

Thank you,  
Gwen Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Opposition to The Proposal by Paul William Schulz  
**Date:** Wednesday, January 23, 2019 11:01:24 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 21, 2019 at 4:27:09 PM EST  
**To:** Fred Fulks <[ftfulks@aol.com](mailto:ftfulks@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Opposition to The Proposal by Paul William Schulz

Good Afternoon Mr. Fulks.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 21, 2019, at 4:11 PM, Fred Fulks <[ftfulks@aol.com](mailto:ftfulks@aol.com)> wrote:

Subject: Opposition to The Proposal by Paul William Schulz

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT compliant with the existing Comprehensive land use plan's units/acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

3. Increased traffic on Country Club Road (CCR) would negatively impact traffic safety due to many dangerous curves north and south of the property. The major access/egress to said property is CCR and is located between two of these curves.

Please do not allow the Schultz Property proposal to be granted.

Thank you,  
Fred Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Paul Schulz Project  
**Date:** Wednesday, January 23, 2019 10:59:50 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 16, 2019 at 11:49:08 PM EST  
**To:** CATHERINE ELMORE <[lakeviewers@msn.com](mailto:lakeviewers@msn.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Paul Schulz Project

Good Evening Mrs. Elmore.  
Thank you for your email, comments and concerns.  
JP Powell  
Sent from my iPad

On Jan 16, 2019, at 7:13 PM, CATHERINE ELMORE  
<[lakeviewers@msn.com](mailto:lakeviewers@msn.com)> wrote:

My name is Catherine M Elmore and I am a resident of The Gates of Lake Region community. I am also on the HOA Board. My husband and I live in the North section of the Gates. This section is separated by a small canal from the rest of the residents and contains 6 homes. These 6 homes each have a gated driveway that exits directly onto Country Club Rd S. I am very concerned about this new project making a lot more traffic, specially in our curve. The Country Club members exit onto this road also in this curve. On any given day there will be upwards of a dozen "speed demons" traveling this road at a high rate of speed. They love all the curves. I've been told the distance is a quarter mile from our curve to Mr Schulz's curve. A perfect distance for "testing". Mostly motorcycles, but also cars and trucks. Mainly for fun, but can be very dangerous for them and us residents. I just hope every weekend that someone doesn't come crashing through our wall into our lawn!

I can't really see any good coming from this project the way it has been presented. A small housing development would be much better than an assisted living high rise, single family homes, multi family homes and especially a commercial area.

We love our pastures and animals and that's why we moved here.  
Living in the country but minutes to town. Peace and quiet. Except  
for the drag racers.....

I would like for you and the Commission to think long and hard  
about this project before letting it go any further. Everyone I've  
talked to is against this project for the same reasons.

Thank you,

Catherine M Elmore

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Paul Schulz zoning approval  
**Date:** Wednesday, January 23, 2019 10:57:30 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 9, 2019 at 3:12:38 PM EST  
**To:** Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Paul Schulz zoning approval

Good Afternoon Dr. Verrill.  
Thank you very much for your email and comments.  
JP Powell

Sent from my iPhone

On Jan 9, 2019, at 2:56 PM, Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)> wrote:

Dear Mr. Powell,

I just wanted to voice my support for Paul's project on Country Club Road. I have lived here for almost 28 years and have seen Country Club road evolve over the decades. It is still the prettiest road in Winter Haven and we are happy to be in the City.

I know that a few of my fellow Board Members spoke against his proposal at the Planning Commission.

They do not speak for the whole Board nor the homeowners here in Hamilton Pointe. We are far enough away that there should be no appreciable impact on our way of life with what Paul Schulz has in mind. Many of us here and at the Gates of Lake Region feel this could be a win for our home values



and a win for the City of Winter Haven.

Thanks for hearing me out.

Peter

Peter Verrill MD,  
Secretary, Hamilton Pointe Homeowners Association

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Paul Shulz Oasis Property  
**Date:** Wednesday, January 23, 2019 10:58:46 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 11, 2019 at 2:51:45 PM EST  
**To:** "[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)" <[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Paul Shulz Oasis Property

Good Afternoon Mike.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 11, 2019, at 1:53 PM, "[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)"  
<[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)> wrote:

Commissioners,

I live at 705 Heritage Dr. NE in Hamilton Pointe.

I am requesting that you take the time and look real hard at this project that was passed by the Planning Commission earlier this month. By the way the tie breaker was Mr. Hemenway just by chance is a well known realtor (surprised). I understand that Mr. Shulz is loved by the city but he has turned from known environmentalist to developer capitalist. If not why did he build the road already with a temporary fence?

The impact of traffic and just the wrong placement of this mini Celebration just does not fit our area. I understand that this is the cheapest route for the city to get their prior discussed road extension without footing the total cost, but the ramifications are to impactful.

Many of you know the winding two lane road that even with the new paving barely can handle a full size pickup because it has inadequate shoulders. So to put the main entrance at Country Club Road is totally out of the question. He was annexed into the city because the county turned him down, you needed more tax base so it was accepted. If you pass this at minimal could you please make his main entrance at Sage and Dundee Rd? There is not

one piece of commercial business within miles of his operation off a country road around us until West Lake Hamilton and 544.

Please do all of the residents a service and either shoot down his idea or make heavy modifications to fit the neighborhood. Remember all of the wetlands around this area are the headwaters of the Peace River!!

Thanks for your time. See you at the meeting.

**Mike Rousch**

Dave's Power Equipment LLC  
29722 US HWY 27  
Lake Hamilton, FL 33851  
P 863-438-9888  
F 863-438-9887  
[davespowerequipment.com](http://davespowerequipment.com)



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Please Vote No on the Schulz Development - P-19-08 and P-19-09  
**Date:** Wednesday, January 23, 2019 11:00:53 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 21, 2019 at 11:45:17 AM EST  
**To:** Matt <[rmmcgill84@gmail.com](mailto:rmmcgill84@gmail.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres <[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop <[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Please Vote No on the Schulz Development - P-19-08 and P-19-09

Good morning Mr. McGill  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 21, 2019, at 11:29 AM, Matt <[rmmcgill84@gmail.com](mailto:rmmcgill84@gmail.com)> wrote:

Hello,

My name is Matt McGill, and I live in the Hamilton Pointe neighborhood off Country Club Road. I am writing today to urge you to vote "no" on Case Nos. P-19-08 and P-19-09.

As you know, Country Club Road is a quiet residential road with residential neighborhoods. Mr. Schulz's plan to turn his property into a mega-development is completely incompatible with the area. There is no room for commercial development on our section of canopy roads and open land, especially of this magnitude. Current density in the area is 2.87 residences per acre. The proposal for this mega-development is 7.2 residences per acre. 7.2!!! And that does not even include the extras such as Clubhouses, community pools, tennis courts, or the commercial development. The Country Club Road Community seems in unison about not wanting to see residential towers dominating what is now tree lined, picturesque roads. There are also increased traffic concerns, as the only entrance/exit into the mega-development will be on a dangerous curve

on a two lane road. As I understand it, there are no plans for a traffic light at this location, nor the already nightmarish intersection of Country Club Road and Dundee Rd (especially if you need to eastbound on Dundee Rd from Country Club). When we purchased our home in Hamilton Pointe, one of the main draws was that it was tucked away in a quiet, undisturbed part of Winter Haven. Mr. Schulz's proposal will allow for amplified sound 7 days a week, including week nights when our young children will be trying to sleep for the following school day.

For these reasons, I am requesting that you vote "no" on these proposals.

Thank you for your time.

Sincerely,

Matt McGill  
Hamilton Pointe  
Winter Haven, FL

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Proposed PUD development P-19-08 and P-19-09  
**Date:** Wednesday, January 23, 2019 10:58:46 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 11, 2019 at 12:10:49 PM EST  
**To:** Thomas R Johnson <[tom.and.terri@gmail.com](mailto:tom.and.terri@gmail.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject: Re: Proposed PUD development P-19-08 and P-19-09**

Good Afternoon Dr. & Mrs. Johnson.  
Thank you for your email, concerns and comments.  
JP Powell  
Sent from my iPhone

On Jan 11, 2019, at 12:03 PM, Thomas R Johnson  
<[tom.and.terri@gmail.com](mailto:tom.and.terri@gmail.com)> wrote:

Dear Commissioners:

Attached please find a letter concerning proposed PUD development  
P-19-08 and P-19-09.

Thank you for your consideration.

Sincerely,

Dr. and Mrs. Thomas R Johnson

407 Horseshoe Ln. NE

Winter Haven, FL 33881

<Schultz development 2019.pdf>



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility  
**Date:** Wednesday, January 23, 2019 11:02:00 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 23, 2019 at 4:18:37 PM EST  
**To:** Charlene Oconnor-IrishTouchBulldogs <[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)>  
**Subject:** Re: REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility

Good Afternoon Charlene  
Thank you very much for your email, comments, and concerns.  
JP Powell

Sent from my iPhone

On Jan 23, 2019, at 3:55 PM, Charlene Oconnor-IrishTouchBulldogs  
<[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)> wrote:

**O'CONNOR**  
**413 Horseshoe Lane NE – Winter Haven, FL 33881 –**  
**863-293-6159**  
**[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)**

January 23, 2019

THREE PAGES

To: Winter Haven City Commissioners  
\* Bradley T. Dantzler [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com); (863) 289-9947

\* Nathaniel J. Birdsong, Jr. [nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com); (863) 289-9813  
 \* William J. Twyford [wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com); (863) 307-2291  
 \* James H. "JP" Powell [jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com); (863) 308-2464  
 \* Peter M. Chichetto [pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com); (863) 289-2794

Subject:; Case Nos. P-19-08 and P-19-09 for Incompatibility.  
**REVISED** Shulz Proposed Land Use Development

## **Vote 'NO'**

Gentlemen:

We wrote you all our letter dated January 18,, 2019 in response to Mr. Schulz' original PUD.

We now wish to submit our reply to the '**Revised**' plan Mr. Schulz and his team have submitted.

We have reviewed Mr. Schulz' '**REVISED**' Land Use Development update and continue to have extremely serious concerns regarding this proposal over all.

Mr. Schulz has planned this development for years and we know it now or have learned about it through research of tax records and sales to Mr. Schulz. No more secrets of buying up vacant, 'for sale' land to add to his already sprawling kingdom. The secret is out, loud and clear! This is not Disney SW or LegoLand NW. It is our quiet, serene and beautiful neighborhood that we live in 24/7, 365 days/year. Many more of us want to keep it this way than don't!

Mr. Schulz, his financial partners and few supporters have never or will ever have any consideration for the surrounding neighbors or developed neighborhoods. It is Mr. Schulz' intention to bypass any and all concerns for the sake of his own profit and recognition as a real estate developer in an area which drew many home and land owners in the past here due to the peace, serenity and natural beauty of the area.

Please keep in mind that Mr. Schulz proposed PUD in any way, shape or form, original planned or revised, is not in the best interest of property or surrounding areas. Some nearby land owners, investors and supporters of this PUD are likely supporters because they will benefit in monetary or personal fashion. There are many more property owners, like us, who are adamantly opposed to this PUD, Revised or not!

We have nothing to gain and everything to lose, as if this PUD is approved, then former Knapp property or other proposals will also likely be approved. Hundreds of us lose for the sake of a very few!

**This is a very important vote, and we hope you will consider more than Mr. Schulz and his investors, and think about the hundreds of us this will impact negatively!**

\*\*\*\*\*

*Mr. Schulz' REVISIONS are in italics directly from the document*

**Our response to the REVISED Proposal is in BOLD and underlined!**

LAND USE / COMPATIBILITY

▪ We have agreed to reduce the overall unit count request to 400 age-restricted units (which is a 20% reduction from 500 units). This is a density reduction from 7.2 to 5.8

units per acre.

This is still a huge difference in density previously ordained/approved for the area. 400 is 400 too many! Mr. Schulz' math is still more than two times more than previously ordained/authorized units. Unacceptable!

- We have agreed to provide a minimum 40% open space within the development to help maintain the existing Country Club Road character of "winding, tree-lined roads" and "open lands".

This 40% open space means nothing to the calculated traffic, noise, construction negatives, and overall impact to the previously ordained/approved land use for the area. 10% is not much of a reduction! This is Unacceptable!

- We have agreed to NO outdoor amplified sound.

This NO outdoor amplified sound cannot be guaranteed when events will be held inside the Schulz compound in either open or enclosed venues. Outback Oasis already has amplified sound during some current events. Amplified Sound has different meanings to different individuals, groups and organizations. The surrounding residential neighborhoods can be affected with any or all amplified sound, whatever the definition.

#### BUILDING HEIGHTS

- We have agreed to restrict building heights to a 2-story maximum within 500 feet of Country Club Road. This will insure that the view from Country Club Road will remain consistent with the surrounding homes.

Two stories or three stories within 500 feet of Country Club Road continues to create traffic, noise and traffic congestion. This is Not Acceptable.

- We have agreed to restrict building heights to a 2-story maximum within 300 feet of the southeast corner of the property, to minimize the impact on these neighbors.

Two story buildings within 300 feet of the southeast corner of the property will totally impact specific neighbors and all surrounding neighborhoods. Noise, traffic and other adverse impacts will continue to affect neighbors with 1 story buildings. This is Not Acceptable!

- We have also agreed to restrict all building heights for the remainder of the property to a maximum of 3-stories (from 5-stories).

Two stories from three stories is a minimal height difference and only affects 'line of sight', not overall impact to the area previously approved/ordained for the entire area. This is Unacceptable.

#### TRAFFIC / SAGE ROAD

- We continue to agree to donate 60-ft. ROW through property (3.8 acres). We have also agreed that this will be a donation to the City regardless of the status of the project.

It is of little concern what Mr. Schulz' plans to donate to the City, as the impact of this entire development adversely impacts homeowners, current developments, traffic, noise and other negative situations, collectively and individually. This is Totally Unacceptable.

- We continue to agree to construct Sage Road Extension through the Schulz property to the southern boundary (in a phased manner with construction) if no other funding sources become available at the time it is needed for this development.



It is none of our concern what Mr. Schulz' funding sources have been or will be in the future. This PUD affects too many land and property owners to be a viable, positive addition to the area. This revision is Totally Unacceptable as it is vague and misleading! We do not condone smoke screen revisions or the original PUD.

- We agree to direct all future construction traffic and to encourage emergency vehicle traffic to access the site from Sage Road (to minimize sound along Country Club Road).

It is easy for Mr. Schulz, his financial partners, very few supporters, emergency vehicle traffic, the general contractor, engineers and construction companies to promise rerouted construction trucks and increased traffic to Sage Road at some point in the future, but there is no guarantee whatsoever that this would actually occur. Therefore, this 'revision' and everything connected to it is Totally Unacceptable.

#### NEIGHBORHOOD ACTIVITY CENTER

- We have agreed that there will be no new commercial activity until such time as Sage Road is a completed connector road from Country Club Road to Dundee Road.

If there is no commercial activity until Sage Road is completed, this is a moot point as there doesn't appear to be a guarantee this will occur, either now, in the near or future. Therefore, this revision is Totally Unacceptable!

- We have agreed to reduce our Neighborhood Activity Center request to 40,000 SF (which is a reduction of 20% from 50,000 SF). The 40,000 SF will be restricted to appropriate uses associated with the Assisted Living Facility and Active Adult development.

There is absolutely no need for a 'Neighborhood Activity Center' of any size in this neighborhood area. Therefore, this revision is Unacceptable on all counts.

- We have agreed to restrict the maximum Neighborhood Activity Center SF **prior** to the Sage Road connection to Dundee Road to 8,000 SF Outback Oasis-related, non-commercial improvements. In other words, if the improvements to the current Sage Road and the extension are not completed, the remainder of the Neighborhood Activity Center will **not** be built.

Duplicate reply: There is absolutely no need for a Neighborhood Activity Center of any size in the surrounding neighborhood area. The PUD wants it for the residents of the Adult Living buildings and single family home developments within the properties only. Absolutely Unacceptable on all counts!

- We have also agreed to restrict the maximum neighborhood **retail** to 4,000 SF (or 10% of total).

There is no need for any commercial, retail, restaurants, spas, hotels (bed and breakfast) or any such enterprise in the area. Mr. Schulz' proposed PUD is for his sole and only purpose to gain profits and wealth for himself, his investors and his family ONLY!

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments, as well as the 'Revisions' outlined above, with coordinating replies to each. We are totally amazed this development is supported by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

We live in a home at Hamilton Pointe whose previous owner was terribly affected by the traffic death of his son driving on the winding Country Club Road. The three young men who drove through a portion of the Schulz fence after a curve in the road a few years ago, is now decorated with crosses, flowers and ribbons. This memorial is visible to everyone driving north on the Schulz property line. We comment on it and say silent prayers to the families of those boys who innocently died there.

Do we really need to encourage more traffic incidents on Country Club Road, possibly losing more lives, so one person can benefit totally from this proposed development?

**Please do not allow the Schultz Property proposal to be granted.**

**Letter Postscript:**

**I worked for large real estate developers in San Diego for many years. I admit now that I am not proud that developers were given preferential treatment and projects were approved by local government officials, without any consideration for home and land owners in the immediate areas of the developments. I understand a bit more about these ‘politics players’ than some, but realize and request that you seriously consider your responsibility to do what is right for the masses which is the prevailing factor in this critical vote.**

**Charlie O’Connor**

Respectfully,  
*/s/ Roger O’Connor and Charlie O’Connor*

Roger and Charlene O’Connor,  
Hamilton Pointe Homeowners

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Support Letter for Schulz Property Rezoning  
**Date:** Wednesday, January 23, 2019 11:02:00 PM

---

Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 22, 2019 at 3:26:18 PM EST  
**To:** Bill Christian <[om2@1234bi.com](mailto:om2@1234bi.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres <[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop <[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Support Letter for Schulz Property Rezoning

Good Afternoon Mr. Christian.  
Thank you very much for your email, comments and concerns.  
JP Powell  
Sent from my iPad

On Jan 22, 2019, at 2:30 PM, Bill Christian <[om2@1234bi.com](mailto:om2@1234bi.com)> wrote:

Dear Mayor Dantzler and others,

Please see the attached letter of support for the Schulz Property Rezoning.

I am available at the numbers below if you have any questions.

Sincerely,

Bill Christian

Operations Manager

Bradco, Inc.

Office: 404-233-1676

Mobile: 770-601-1614 (Voice or Text)

Fax: 404-233-1685



<20190122133609055.pdf>

**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: The Schultz Property Proposal  
**Date:** Wednesday, January 23, 2019 10:58:42 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 10, 2019 at 4:28:00 PM EST  
**To:** gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)>  
**Cc:** Michael Stavres <[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Merle Bishop <[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: The Schultz Property Proposal

Good Afternoon Dr. Rafool.  
Thank you for your email, concerns and comments.

Sent from my iPad

On Jan 10, 2019, at 4:02 PM, gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)> wrote:

Mr. Powell:

**I am adamantly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road

will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

Please do not allow the Schultz Property proposal to be granted.

Thank you,

Gordon J. Rafool, MD



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Vote "Yes" on Schulz assisted living proposal on Country Club Road  
**Date:** Wednesday, January 23, 2019 11:00:40 PM

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Sent from my iPad

Begin forwarded message:

**From:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Date:** January 19, 2019 at 5:55:07 PM EST  
**To:** Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)>  
**Cc:** Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>, Michael Stavres  
<[mstavres@mywinterhaven.com](mailto:mstavres@mywinterhaven.com)>, Merle Bishop  
<[mbishop@mywinterhaven.com](mailto:mbishop@mywinterhaven.com)>  
**Subject:** Re: Vote "Yes" on Schulz assisted living proposal on Country Club Road

Dear Dr. Verrill,  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 19, 2019, at 5:25 PM, Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)> wrote:

Dear JP:

I'm again writing to encourage you to vote for Paul Schulz's planned project on Country Club road and Sage road. He has a wonderful vision for this area of Country Club road that will benefit the surrounding area, the City and the people of our wonderful city.

We have great need for assisted living facilities and this one would be the finest in the area. The statistics are out there. There argument from some of my vocal neighbors will reflect on the quiet nature of our road, traffic and noise. None of this is pertinent. I was the 5th home built in this neighborhood and have been on

the Board for most of Lenore and my time here since 1991. I lived in the County since 1976. It is a privilege to be in the City of Winter Haven and we want what's best for the City.

Lenore and I and several, more shy, neighbors believe that the envisioned planned development will do nothing but increase the beauty of this road, increase our home values and magnify the stature of our City.

Please support the Planning Commission and vote for the future of our little corner of our great City.

Sincerely,

Peter

Peter Verrill, MD (retired)  
Secretary  
Hamilton Pointe Homeowners Association.

305 Hamilton Shores Dr. NE  
Winter Haven, FL 33881

863-660-1623

**From:** [JP Powell](#)  
**To:** [Capt Scott Taylor](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Case No's. P-19-08 & P-19-09  
**Date:** Monday, January 28, 2019 3:21:51 PM

---

Good Afternoon Captain Taylor.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 28, 2019, at 3:19 PM, Capt Scott Taylor <[scott@tmcguideservice.com](mailto:scott@tmcguideservice.com)> wrote:

**Captain Scott Taylor**  
*Senior Pro Guide*

**Camp Mack, a Guy Harvey Lodge, Marina & RV Resort**  
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T: 855-354-8433 (855-FL-GUIDE)  
[www.GuyHarveyCampMack.com](http://www.GuyHarveyCampMack.com) | Reservations: [800-243-8013](tel:800-243-8013)

**Official Partner & Guide for [VisitCentralFlorida.org](http://VisitCentralFlorida.org)**

**Scott Taylor's Central Florida Bass Fishing Guide Service - Winter Haven, FL**

Begin forwarded message:

**From:** Capt Scott Taylor <[scott@tmcguideservice.com](mailto:scott@tmcguideservice.com)>  
**Date:** January 28, 2019 at 15:16:36 EST  
**To:** [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com),  
[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com), [jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com),  
[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com), [pmchicetto@mywinterhaven.com](mailto:pmchicetto@mywinterhaven.com)  
**Subject:** Case No's. P-19-08 & P-19-09

Gentlemen,

My wife and I live in the Hamilton West sub and we moved out to this location to be "in the country" which is quickly fading with all of the new housing developments since we moved in.

We are voting "NO" to this proposal from Outback Oasis as it is not compatible with our quiet corner of Winter Haven. Just because they have inherited monies they think they can bully everyone into what



they want. I'm not sure who it is, but even the guy that has the white "Alabama Roll Tide" truck drives around town like a jerk & bully. He's tailgated and tried pushing me (while I was already traveling over the legal speed limit) going across CGB several times over the years.

Please do not let this travesty take place in our small corner of town.

Very Respectfully,  
Scott

**Captain Scott Taylor**

*Senior Pro Guide*

**Camp Mack, a Guy Harvey Lodge, Marina & RV Resort**

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[www.GuyHarveyCampMack.com](http://www.GuyHarveyCampMack.com) | Reservations: [800-243-8013](tel:800-243-8013)

**Official Partner & Guide for [VisitCentralFlorida.org](http://VisitCentralFlorida.org)**

**Scott Taylor's Central Florida Bass Fishing Guide Service -  
Winter Haven, FL**

**From:** [JP Powell](#)  
**To:** [Capt Scott Taylor](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Case No's. P-19-08 & P-19-09  
**Date:** Monday, January 28, 2019 3:24:05 PM

---

Good Afternoon.  
Thanks for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 28, 2019, at 3:19 PM, Capt Scott Taylor <[scott@tmcguideservice.com](mailto:scott@tmcguideservice.com)> wrote:

**Captain Scott Taylor**  
*Senior Pro Guide*

**Camp Mack, a Guy Harvey Lodge, Marina & RV Resort**  
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T: 855-354-8433 (855-FL-GUIDE)  
[www.GuyHarveyCampMack.com](http://www.GuyHarveyCampMack.com) | Reservations: [800-243-8013](tel:800-243-8013)

**Official Partner & Guide for [VisitCentralFlorida.org](http://VisitCentralFlorida.org)**

**Scott Taylor's Central Florida Bass Fishing Guide Service - Winter Haven, FL**

Begin forwarded message:

**From:** Capt Scott Taylor <[scott@tmcguideservice.com](mailto:scott@tmcguideservice.com)>  
**Date:** January 28, 2019 at 15:16:36 EST  
**To:** [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com),  
[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com), [jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com),  
[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com), [pmchicetto@mywinterhaven.com](mailto:pmchicetto@mywinterhaven.com)  
**Subject:** Case No's. P-19-08 & P-19-09

Gentlemen,

My wife and I live in the Hamilton West sub and we moved out to this location to be "in the country" which is quickly fading with all of the new housing developments since we moved in.

We are voting "NO" to this proposal from Outback Oasis as it is not compatible with our quiet corner of Winter Haven. Just because they have inherited monies they think they can bully everyone into what

they want. I'm not sure who it is, but even the guy that has the white "Alabama Roll Tide" truck drives around town like a jerk & bully. He's tailgated and tried pushing me (while I was already traveling over the legal speed limit) going across CGB several times over the years.

Please do not let this travesty take place in our small corner of town.

Very Respectfully,  
Scott

**Captain Scott Taylor**

*Senior Pro Guide*

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**Official Partner & Guide for [VisitCentralFlorida.org](http://VisitCentralFlorida.org)**

**Scott Taylor's Central Florida Bass Fishing Guide Service -  
Winter Haven, FL**



From: [JP Powell](#)  
To: [mmcc939@aol.com](mailto:mmcc939@aol.com)  
Cc: [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](mailto:fjm@bosdun.com)  
Subject: Re: Case numbers P-19-8 and P-19-09-REVISED  
Date: Sunday, January 27, 2019 1:16:21 PM

---

Good Afternoon Mr. and Mrs. McCain.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 27, 2019, at 12:43 PM, "[mmcc939@aol.com](mailto:mmcc939@aol.com)" <[mmcc939@aol.com](mailto:mmcc939@aol.com)> wrote:

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO

PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **ANY** new development will require that Country Club Road be the only ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

As long time residents of the Hamilton Pointe neighborhood, we urge you to seriously consider our concerns and recommendations.

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven, FL

**From:** [JP Powell](#)  
**To:** [Craig Merrill](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [Vanessa Castillo](#)  
**Subject:** Re: Concerns about Paul Schulz/Outback Oasis proposal  
**Date:** Monday, January 07, 2019 8:55:13 PM

---

Good Evening Craig.  
Thank you for your email, comments and concerns.  
JP Powell

Sent from my iPad

> On Jan 7, 2019, at 6:22 PM, Craig Merrill <merrillcraig@gmail.com> wrote:  
>  
> Thank you for taking the time to read my email. I wanted to voice my concerns over the proposal coming to the City Commission on the Paul Schulz/Outback Oasis proposal.  
>  
> The proposal to have a 5 story building and town houses with multiple residents and having seven units per acre is a concern. The surrounding neighborhoods have one and two story single family homes. The large building and townhouses doesn't represent what this part of our beautiful city is about.  
>  
> This area of town also isn't a commercial area. It has always been a residential area. I know that Sage Road is in the city/county "plans" for 2025. Is there money for this road? Is a commercial area allowed with only one road to access and leave the commercial area? I believe the answer to these two questions is: NO.  
>  
> I purchase a lot in the Hamilton Pointe subdivision in 2001 and have lived there ever since and plan on raising my family here. I would like my children to remember their neighborhood as quiet, family oriented, and an area they could be proud of. Please keep it this way.  
>  
> Please contact me if you have any questions.  
>  
> --  
> Thank you,  
>  
> Craig Merrill  
> 715 Heritage Drive NE  
> Winter Haven, FL 33881  
> Cell 863-287-2715



**From:** [JP Powell](#)  
**To:** [Karen Hagman](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Country Club Road Community  
**Date:** Monday, January 28, 2019 11:42:17 AM

---

Good Morning Mr. Ousley.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 28, 2019, at 10:39 AM, Karen Hagman <[karen@vsifans.com](mailto:karen@vsifans.com)> wrote:

**Peter Ousley**  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
[pete@vsifans.com](mailto:pete@vsifans.com)

January 28, 2019

Dear Sirs,

I live near one of the most beautiful areas of Polk County. The Country Club Road area between Dundee Road and West Lake Hamilton is majestic with its many oak trees and beautiful homes.

Paul Schulz has over the years enhanced this area with his dedication to improving the environment.

His attempt to open a wild life animal park has been previously voted down.

Now he is attempting to receive city approval to turn our beautiful neighborhood into a commercial zone.

I have talked to many local residents, none of whom are in favor of his new approach. We are still looking for a local who would be in favor of his new plans.

Hopefully the neighborhood residents can be heard at the upcoming January 28<sup>th</sup> Nora Mayo meeting.

Hopefully all five of you city commissioners will vote against his plans to destroy our beautiful neighborhood.

Sincerely,

*Pete Ousley*

Pete Ousley

1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
863-221-1023

**From:** [JP Powell](#)  
**To:** [solymar1@aol.com](mailto:solymar1@aol.com)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](mailto:fjm@bosdun.com)  
**Subject:** Re: Country Club Road Development/Zoning  
**Date:** Monday, January 28, 2019 11:25:16 PM

---

Good Evening.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 28, 2019, at 8:29 PM, "[solymar1@aol.com](mailto:solymar1@aol.com)" <[solymar1@aol.com](mailto:solymar1@aol.com)> wrote:

To our city commissioners:

We are residents of the area which will be affected by Mr. Shulz proposed development. We have been following the situation as it is to present date, and we see immediate and future problems.

First, Country Club Road would have to be rezoned to allow for Commercial purposes, which will open the road to further commercial developments, of which kind and size one could not guess, in any of the many properties currently for sale along Country Club Road. This would be totally detrimental to the area and its residents. One wonders if this zone, having been rural for so long, has the infrastructure to support such development. Is there a budget assigned to expand the infrastructure from what it is to what will be needed?

Second, the proposal to open Sage Road as an access road, does not give reassurance as there is no time line as to when it will be done. Are we talking 1 year? 5 years? Ten years or more? Is there even a budget for such a development? As it is now, it is not known, reason sufficient to oppose this development.

Finally, if you are inclined to go against so many unknowns, perhaps you would consider approving the nursing home and assisted living homes, but not the shopping area, big or small, it does not belong in this area. The quiet and secure area where so many citizens have made their home will stop being so, and for many of us, in the later years of our lives, it would be a hardship and a disappointment to have to pack up and move again.

Thank you for considering this matter, and I hope that the decision you reach is fair to all involved.

Sincerely,

Marta and Roberto Fraile  
212 Lake Region Blvd S  
Winter Haven FL 33881



**From:** [JP Powell](#)  
**To:** [Gregory Mills](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Country Club Road Proposal  
**Date:** Monday, January 28, 2019 10:05:31 AM

---

Good Morning Greg.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 28, 2019, at 9:56 AM, Gregory Mills <[gcmills1@verizon.net](mailto:gcmills1@verizon.net)> wrote:

I am a native of Winter Haven and am not usually a naysayer regarding necessary growth and improvement in our city, but I am opposed to the original and now revised Country Club Road proposed development by Mr. Schultz.

Seventeen years ago my wife and I began construction of our home in Hamilton Pointe because of the esthetics and tranquility of the neighborhood. We also appreciated and respected the country environment experienced by the leisurely drive on Country Club Road. Even though Hamilton Pointe is zoned city we felt we were still part of a rural country side setting. We finished raising our children in this home and because we still love this area wanted to down size and remain in the area. Consequently we sold our home in Hamilton Pointe and purchase a smaller home one mile South at The Gates of Lake Region.

I am opposed to the Schultz proposal for the following reasons:

- The beauty of the area will be diminished as a result of any construction outlined in the proposal.
- Traffic is already increased as Country Club Road is being used as an alternative course due to current improvements to Dundee Road.
- The proposal is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven.
- The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties.
- ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value unless Sage Road is completed as a CONNECTOR ROAD.
- In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.
- Again, neither the County NOR the City have this in their plans or the money to do it.

Gregory Mills  
[gcmills1@verizon.net](mailto:gcmills1@verizon.net)  
350 Niblick Circle

**From:** [JP Powell](#)  
**To:** [Mike Levy](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Country Club Road  
**Date:** Sunday, January 27, 2019 7:46:58 PM

---

Good Evening Mr. Levy.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 27, 2019, at 4:47 PM, Mike Levy <[mike1nyny@hotmail.com](mailto:mike1nyny@hotmail.com)> wrote:

Sirs,

I am writing to you today to implore you to vote against the proposed development on Country Club Rd near Dundee Road. The proposed building would cause much congestion and traffic, on a road that many of us need to take daily, that already has congestion and traffic during certain hours of the day. Dundee Road cannot handle the traffic it already has in that area. The proposed project would effectively turn it into a giant parking lot, something I know way too much about. You see, I grew up in New York City. I came down here last year to get away from the congestion, away from the traffic. That was a mistake. The Winter Haven area is being expanded too much, and roads are not being added or enlarged to handle the traffic. Cypress Gardens Blvd is awful around lunchtime and during the morning and afternoon rushes. If you approve this project, Dundee Road will be the same. It simply will not be able to handle the volume of traffic caused by this proposal. And we all now what happens when the infrastructure cannot handle the volume of traffic; People die. Emergency services cannot get through. The sick and injured cannot get the help they need. And it will cost people their lives. It could be you, it could be me, it could be one of our family members. I've seen it happen before. Especially with this "Senior community", that should be high on your list of reasons not to approve this proposal.

That's not to say I'm against building in the area. I think a few commercial properties would be great to have there. A warehouse store like BJ's or Costco would be welcome in the area. However the road needs to be widened and the entrances/exits need to be on Dundee, not Country Club Rd.

So again, I implore you to please, *please*, vote against this proposal. I'm sure there's a better way to build the area that won't destroy it in the process.

Thank you,

Mike Levy



**From:** [JP Powell](#)  
**To:** [Tim Hassett](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Feedback - Country Club Road Zoning Change Request  
**Date:** Sunday, January 27, 2019 3:47:57 PM

---

Good Afternoon Mr. Hassett

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPhone

On Jan 27, 2019, at 2:07 PM, Tim Hassett <[thassett@mac.com](mailto:thassett@mac.com)> wrote:

Winter Haven City Commission,

As a full time resident of Hamilton Pointe, business owner, and fan of the City, I'm writing in strong opposition to the Zoning changes put forth by Paul Schulz for the parcels on and near Country Club Road.

I'm very strongly requesting that you NOT vote in favor of this Zoning change.

- This plan is NOT consistent with the City's Comprehensive Land use plan. I have yet to hear a good reason why the Commission would override this Land Use Plan and vote for this Zoning change.
- The proposed rezoning and permitted uses are still NOT in keeping with the surrounding properties.
- Shultz's plans and intentions are inconsequential. The only thing that matters is that this Zoning change would open up this area to development that's totally incompatible with the area. If Schulz changes his plans, or sells his property, the Zoning change is what matters.
- Country Club Road is the most beautiful road in our city. One of the last roads in the city with beautiful, old, moss-draped oaks. Especially now that the City allowed most of the oaks along the Dundee road expansion project to be hacked to the ground, making for yet another ugly, shadeless street leading into Winter Haven.
- I love growth and economic development. But this has to be done in a smart way, so that we don't have another unwelcoming and unattractive area similar to Cypress Garden's Road near Wal Mart.

Regards,  
Tim Hassett

-----

Tim Hassett  
Montigne Bentley Hassett  
Winter Haven, FL

[thassett@mac.com](mailto:thassett@mac.com)  
(252) 258-7881 iPhone

**From:** [JP Powell](#)  
**To:** [Jeannette Williams](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: OPPOSITION to P-19-8 and P-19-9-REVISED  
**Date:** Sunday, January 27, 2019 7:44:30 PM

---

Good Evening Mrs. Williams.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

On Jan 27, 2019, at 7:14 PM, Jeannette Williams <[jwillrun@yahoo.com](mailto:jwillrun@yahoo.com)> wrote:

Dear Commissioners,

There is a chance you will not read this email in its entirety, but I will continue to voice, on behalf of my husband and myself, our **OPPOSITION** to the REVISED Land Change/Zoning requests Case numbers P-19-8 and P-19-9 by Mr. Paul Schultz.

I am sure you have heard repeatedly the many reasons for **OPPOSING** this land use and revision. Incompatibility, density, commercial use, building height, increased traffic, and noise are some of the issues we see and others have voiced as viable reasons to defeat this proposal.

But today as I went over my emails I opened and read through the **GREATER WINTER HAVEN CHAMBER OF COMMERCE** weekly update **"First Thing Monday Morning"** I scrolled down to the **"Development News"** under there was a link to the **"Private Development Project Map"** (see attachment).

Since I am very focused on the issues involving Country Club Road, I decided a broad picture of what is going on around the city would be helpful.

Yes, there is a great deal of construction and renovation.

Yes, there are large proposed revenue generating projects.

Yes, there are requests for change of PUD.

Yes, every change will have an affect on the surrounding area.

**BUT NOTE . . .**

The commercial developments and those requesting a change of PUD are making this request in areas where the infrastructure of parking, access, traffic flow, like and common use, already exist or can be implemented with minor changes.

What I am being proposed is not in keeping with prior requests and does not at this time or with minor changes have the infrastructure to support the enormity of this project.

This **proposal is not for a simple housing development** as others have done on Country Club Road. Dundee Road, even with its updates, is not ready to handle such a change not now or anytime in the near or proposed future.



Please don't vote for this project just because of its extensive planning, land availability, or revenue generating possibility.

Like the lakes of Winter Haven, this stretch of Country Club road is a unique and treasured aspect of our community. Our plea and prayer is that you will **OPPOSE** this request since it is not in compliance with the **City's Comprehensive Plan**.

Dr. Timothy G. Williams and  
Jeannette R. Williams  
503 Hamilton Shores Court NE  
Winter Haven, FL 33881

[jwillrun@yahoo.com](mailto:jwillrun@yahoo.com)

<Private Devel Map\_1-23-19.pdf>

**From:** [JP Powell](#)  
**To:** [Fred Fulks](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Opposition to Revised  
**Date:** Sunday, January 27, 2019 10:09:41 PM

---

Good Evening Mr. Fulks.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 27, 2019, at 9:58 PM, Fred Fulks <[ftfulks@aol.com](mailto:ftfulks@aol.com)> wrote:

Dear Commissioner,

I strongly opposed Paul Shulz "Revised Proposal" of Case numbers P-19-8 and P-19-09-REVISED.

\*The proposed development is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven\*\*\*  
>> \*\*\*The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties\*\*\*  
>> \*\*\*ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value until Sage Road is completed as a CONNECTOR ROAD. In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.

Fred Fulks  
411 Horseshoe Ln  
33881

**From:** [JP Powell](#)  
**To:** [Charles Reynolds](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Outback Oasis Expansion = Country Club Road Disaster  
**Date:** Monday, January 28, 2019 3:26:05 PM

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Good Afternoon

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 28, 2019, at 1:42 PM, Charles Reynolds <[charlesjreynolds2@gmail.com](mailto:charlesjreynolds2@gmail.com)> wrote:

Dear Honorable City Commissioners,

My name is Charlie Reynolds and I, along with my wife, are 40 plus year residents of Winter Haven. While you will notice that my address is not in the Winter Haven City limits my Wife and I own several properties in the Winter Haven City limits and are concerned about the proposed expansion of the Outback Oasis off of Country Club Road. This expansion will directly affect our property on West Lake Hamilton Drive.

We have 3 main objections to the subject expansion. They are listed as follows:

- 1.) Preserving History and Tradition** - The Outback Oasis was, for decades, a residence. Paul Schultz has somehow over the years turned this into a commercial operation. The Country Club Road area has long been a residential area. People desire to live in this area because of the peace and tranquillity that it offers. This area is one of the few places left in the Winter Haven area that has preserved the "Old Florida" or "Old Polk County" atmosphere of winding country roads through live oak hammocks, pastures, and orange groves. We should not allow commercial operations to invade a residential area such as this.
- 2.) Safety** - It is our understanding that the entrance and exit of the proposed Assisted Living Facility will be located directly off Country Club road. Country Club road is a winding road with many blind spots. Allowing an inordinate amount of traffic on this road will cause a safety hazard. My guess is that this would eventually lead to having a traffic light manage the entrance and exit of this facility. This leads us back to point #1 about preserving the "Country Living" atmosphere that people desire when they move into the Country Club Road Area.
- 3.) Environmental Concerns** - The Outback Oasis has already been allowed to bring in a lot of dirt and fill in a lot of low lying places. We are not sure how Mr. Schultz was allowed to get these permits to begin with but he has and it has affected and disturbed the watershed of our area. We live off of West Lake Hamilton Drive. We, along with our neighbors, are starting to see a lot of flooding on the lower lying areas of our properties. It is not that these low areas never held water, they naturally do. However, since Mr. Schultz has been allowed to have free reign on his property over the past few years the flooding in



these areas has worsened and now takes 3 to 4 times as long to drain. It has also increased the size of the flooded areas. In addition to the watershed issue this commercial operation will be a eye sore to what has long been one of the most pristine areas of Winter Haven and Polk County.

Please understand. We are not Anti-Business. As a matter of fact we are very pro-business conservatives. We simply feel that business and residential areas should be kept separate. Especially in this case where this new facility would be planted right in the heart of such a beautiful area.

Please do not allow one person to benefit to the detriment of the hundreds of people that live in one of the most beautiful and pristine areas of Winter Haven and Polk County.

Thank you for your time.

Charlie and Amy

Mr. and Mrs. Charles J. Reynolds, II

2045 W. Lake Hamilton Drive

Winter Haven, FL 33881

Cell: 863-412-2277

Fax: 863-353-5822

**From:** [Craig Merrill](#)  
**To:** [JP Powell](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [Vanessa Castillo](#); [Joy Townsend](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Outback Oasis revised proposal  
**Date:** Thursday, January 24, 2019 1:51:12 PM

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Thank you Mr. Powell. I must tell you that you are the only Commissioner that has responded to both of my emails. I appreciate your dedication to recognize the citizens involved in this and that are residences of our beautiful city.

On Thu, Jan 24, 2019 at 1:04 PM JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)> wrote:

Good Afternoon Mr. Merrill.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 24, 2019, at 11:59 AM, Craig Merrill

<[merrillcraig@gmail.com](mailto:merrillcraig@gmail.com)><mailto:[merrillcraig@gmail.com](mailto:merrillcraig@gmail.com)>> wrote:

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal get's through it will open Pandora's Box and open up other open land for development.

If you look at the arguements against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

This will only hurt us that live in the neighboring communities.

The reduction in units to 5.8 per acre are still double of all surrounding neighborhoods. The only neighborhood that is less than half of that is the furthest away from the Schultz proposal! So it is not compatible with the rest of the surrounding areas!

Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W.

Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

--

Thank you,

Craig Merrill

--

Thank you,

Craig Merrill



**From:** [JP Powell](#)  
**To:** [Craig Merrill](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [Vanessa Castillo](#); [Joy Townsend](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Outback Oasis revised proposal  
**Date:** Thursday, January 24, 2019 1:04:56 PM

---

Good Afternoon Mr. Merrill.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 24, 2019, at 11:59 AM, Craig Merrill <[merrillcraig@gmail.com](mailto:merrillcraig@gmail.com)> wrote:

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal get's through it will open Pandora's Box and open up other open land for development.

If you look at the arguements against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

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Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W. Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

--

Thank you,

Craig Merrill

**From:** [JP Powell](#)  
**To:** [Craig Merrill](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [Vanessa Castillo](#); [Joy Townsend](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Outback Oasis revised proposal  
**Date:** Thursday, January 24, 2019 1:55:42 PM

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Thank you very much for your kind words  
JP

Sent from my iPhone

On Jan 24, 2019, at 1:51 PM, Craig Merrill <[merrillcraiga@gmail.com](mailto:merrillcraiga@gmail.com)> wrote:

Thank you Mr. Powell. I must tell you that you are the only Commissioner that has responded to both of my emails. I appreciate your dedication to recognize the citizens involved in this and that are residences of our beautiful city.

On Thu, Jan 24, 2019 at 1:04 PM JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)> wrote:

Good Afternoon Mr. Merrill.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 24, 2019, at 11:59 AM, Craig Merrill  
<[merrillcraiga@gmail.com](mailto:merrillcraiga@gmail.com)<mailto:[merrillcraiga@gmail.com](mailto:merrillcraiga@gmail.com)>> wrote:

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal get's through it will open Pandora's Box and open up other open land for development.

If you look at the arguements against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

This will only hurt us that live in the neighboring communities.

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furthest away from the Schultz proposal! So it is not compatible with the rest of the surrounding areas!

Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W. Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

--

Thank you,

Craig Merrill

--

Thank you,

Craig Merrill

**From:** [JP Powell](#)  
**To:** [Thomas Johnson](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Paul Schulz case #P-19-08, and #P-19-09 photos of Country Club Rd and Sage Rd  
**Date:** Friday, January 25, 2019 3:21:57 PM

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Good Afternoon Dr. and Mrs. Johnson.  
Thank you for your email, comments, concerns and photographs.  
JP Powell

Sent from my iPad

> On Jan 25, 2019, at 2:58 PM, Thomas Johnson <tom.and.terri@gmail.com> wrote:  
>  
> Dear City Commissioner  
> My wife and I are sending these photographs to draw your attention to the traffic and safety issues on Country Club Rd and Sage Rd. These roads are major components of the proposed case numbers: P-19-08 and P-19-09.  
> Dr. and Mrs Thomas Johnson  
> 407 Horseshoe Ln NE  
> Winter Haven Fl.  
>  
> <IMG\_9017.JPG>  
>  
>  
> Satellite view of whole length of Country Club Rd and Sage Rd in lower center.  
> Note: three 90degree curves, nine 45degree curves. Outback Oasis entrance on a 45degree turn. Two 45degree turns on Sage Rd. Please note the site plan makes it look like the Outback Oasis entrance is on a straight road when it is in fact on the outside of a blind 45degree curve.  
> <IMG\_9026.JPG>  
>  
> Entrance to Outback Oasis on left heading north on Country Club Rd.  
>  
> <IMG\_9038.JPG>  
>  
> Looking north from Outback Oasis driveway at 45degree curve.  
>  
> <IMG\_9036.JPG>  
>  
> Looking north from Outback Oasis driveway at 45degree curve with car approaching.  
>  
> <IMG\_9047.JPG>  
>  
> Sage Rd looking north toward Schulz property with driveway entrance on right. Note no shoulder or street lighting and no center line.  
>  
> <IMG\_9048.JPG>  
>  
> Sage Rd looking north toward Schulz property showing gravel dust control surface.  
>  
> <IMG\_9055.JPG>  
>  
> Sage Rd local rural road no dumping sign. Note no shoulder.  
>  
> <IMG\_9060.JPG>  
>

> Sage Rd looking south from Schulz property showing 15 mph curve sign.  
>  
> <IMG\_9061.JPG>  
> Stop and dangerous intersection sign exiting Winter Haven Country Club. Note 90degree turn to the right.  
>  
> Thank you for your time and attention.  
> Respectfully,  
> Thomas and Terri Johnson  
> Sent from my iPad



From: [JP Powell](#)  
To: [Matt](#)  
Cc: [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
Subject: Re: Please Vote NO - Case numbers P-19-8 and P-19-09-REVISED  
Date: Monday, January 28, 2019 5:54:03 PM

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Good Evening Mr. McGill.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 28, 2019, at 4:38 PM, Matt <[rmmcgill84@gmail.com](mailto:rmmcgill84@gmail.com)> wrote:

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO

PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD. ANY** new development will require that Country Club Road be the ONLY ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more than 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!!!

Thank you,

**Matt McGill**  
**Hamilton Pointe**

**From:** [JP Powell](#)  
**To:** [Jeff Satterfield](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](mailto:fjm@bosdun.com)  
**Subject:** Re: Proposed changes to Country Club Road (Paul Schulz)  
**Date:** Saturday, January 26, 2019 7:06:25 PM

---

Good Evening Mr. Satterfield.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPhone

> On Jan 26, 2019, at 4:07 PM, Jeff Satterfield <[jsatter65@gmail.com](mailto:jsatter65@gmail.com)> wrote:  
>  
> Hello.  
>  
> Once again, Outback Oasis wants to change the most scenic road in Winter Haven to suit his own needs. This IS NOT part of the comprehensive plan for this road, and is not acceptable mesh for all the residential homes who were here well before Mr. Schulz came along. There is no president or reason for this change, not to mention the traffic chaos it would create.  
>  
> Do not affect some of your highest paying tax residents by approving this and lowering values, and going against the zoning regulations for this area.  
>  
> Thank you,  
>  
> Jeff Satterfield  
> 410 Horseshoe Ln  
> Hamilton Pointe  
>  
>



**From:** [JP Powell](#)  
**To:** [csmartin1947@aol.com](mailto:csmartin1947@aol.com)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](mailto:fjm@bosdun.com)  
**Subject:** Re: Proposed development of Country Club Road  
**Date:** Monday, January 28, 2019 1:47:20 PM

---

Good Afternoon Mr. and Mrs. Martin.  
Thank you very much for your email, comments and concerns.  
JP Powell

Sent from my iPad

On Jan 28, 2019, at 1:09 PM, "[csmartin1947@aol.com](mailto:csmartin1947@aol.com)" <[csmartin1947@aol.com](mailto:csmartin1947@aol.com)> wrote:

Dear Mr. Powell,

I hope you will use wisdom tonight. The proposed development, even the newest rendition, is unacceptable.  
The whole idea is just crazy!  
Access roads should be in place before development!  
Traffic lights should be in place before development!  
Existing roads widened!  
Just to name a few of the obstacles that must be addressed and overcome before any approval of a new development.  
This plan is ill-conceived and will cost the taxpayers millions of dollars.  
Nor is it appropriate for the neighborhoods surrounding the proposed development.

Thank you.

James L. and Carol Sue Martin  
1740 Crump Road  
Winter Haven, Fl 33881

From: [JP Powell](#)  
To: [gjraf](#)  
Cc: [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
Subject: Re: Schultz Property Case numbers P-19-08 and P-19-09  
Date: Saturday, January 26, 2019 7:08:57 PM

---

Good Evening Dr. Rafool.

As before Thank you for taking the time to send me your comments and concerns.

JP Powell

Sent from my iPhone

On Jan 26, 2019, at 4:55 PM, gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)> wrote:

Dear Mr. Powell:

I have read Mr Schultz's revised plans for his outback oases. I am still **OPPOSED** to the revised plan for the following reasons:

1. This new revision of his proposed development is still not consistent nor compatible with the surrounding area. Instead of 7.12 units per acre that he originally wanted, he is proposing 5.8 units per acre. This is far more dense than our current 2.87 units per acre. Thus it is still NOT consistent with the area.
2. The commercial land use is still not consistent with the area or comp plan. As you are well aware of, commercial land use has to intersect at two collector roads either existing or proposed (specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage Road is NOT an existing or proposed collector road. The existing Sage Road will NEVER be qualified unless the county or city purchases the right away to expand the road. There is nothing by the county nor city to do so. In fact the county nor the city have any plans nor funding to do so in the near future to do any work on Sage Road. The 2040 County Transportation plan does not have Sage Road as an existing need for expansion nor construction.

Please do not allow the Schultz property proposal to be granted

Thank you,

Gordon J. Rafool, MD



From: [JP Powell](#)  
To: [davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)  
Cc: [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](mailto:fjm@bosdun.com)  
Subject: Re: Schulz Property  
Date: Monday, January 28, 2019 8:33:18 AM

---

Good Morning Mr. Rousch.

Thank you very much for your email, comments and concerns.

JP Powell

Sent from my iPad

On Jan 28, 2019, at 7:20 AM, "[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)"  
<[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)> wrote:

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or

proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD. ANY** new development will require that Country Club Road be the ONLY ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

**Mike Rousch**

705 Heritage Dr. N.E.  
Winter Haven, Fl. 33881

**From:** [JP Powell](#)  
**To:** [Peter Verrill](#)  
**Cc:** [Mike Herr](#); [Michael Stavres](#); [Merle Bishop](#); [John Murphy \(fjm@bosdun.com\)](#)  
**Subject:** Re: Thank you  
**Date:** Monday, February 04, 2019 5:18:40 PM

---

Good Afternoon Dr. Verrill.

Thank you very much for your kind comments and I will pass you comments on to staff  
JP

Sent from my iPhone

On Feb 4, 2019, at 4:42 PM, Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)> wrote:

Dear JP:

There are many of us in Hamilton Pointe that appreciate your courage, wisdom, and conviction in supporting the visionary project on Country Club Road. We appreciate you and the City Staff. Please pass that along.

*Peter*

Peter Verrill MD  
305 Hamilton Shores Dr. NE  
Winter Haven, FL 33881



**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Shultz property text  
**Date:** Wednesday, January 23, 2019 11:25:10 PM  
**Attachments:** [IMG\\_4336.PNG](#)  
[ATT00001.txt](#)  
[IMG\\_4337.PNG](#)  
[ATT00002.txt](#)  
[IMG\\_4338.PNG](#)  
[ATT00003.txt](#)

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**From:** [JP Powell](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Shultz property text  
**Date:** Wednesday, January 23, 2019 11:24:10 PM  
**Attachments:** [IMG\\_4333.PNG](#)  
[ATT00001.txt](#)  
[IMG\\_4334.PNG](#)  
[ATT00002.txt](#)  
[IMG\\_4335.PNG](#)  
[ATT00003.txt](#)  
[IMG\\_4336.PNG](#)  
[ATT00004.txt](#)

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RE: Winter Haven Planning Commission  
Case Numbers P-19-08 and 9-19-09

Returned  
from  
JP Powell  
1-23-19  
to be delivered to  
city clerk

My name is Anne Wood. I reside at 4135 Country Club Rd, Winter Haven, FL 33881. My husband, Tom, and I own approximately 30 acres east of the Paul Schulz property which is the subject of these applications.

We attended the neighborhood meeting held by Paul Schulz on December 13, 2018 and the City of Winter Haven Planning Commission Meeting on January 3, 2019.

There are 3 issues that we would like to address within the applications.

- 1) Although we are not necessarily opposed to the project and the Neighborhood Activity Center designation Mr. Schulz is requesting, we feel strongly that approval of the PUD and the NAC must be contingent upon Sage Road being completed between Dundee Road and the applicant's property. The City's Comprehensive Plan states that NAC's shall only be located along existing or proposed arterial or collector streets. We do not believe that the "identification of the Sage Road connection in the 2025 Comprehensive Plan's future Roadway Network Maps" qualifies the road as being "proposed". The additional language in the staff's recommendation that allows the roadway easements to revert back to the owner or any successor owner, if the road is never built, further amplifies this point. We do not think the City should be negotiating away its right to this easement if this road is truly a benefit to the residents. It appears that the certainty of the Sage Road extension, by Staff's own language, is not definite. As a result, the NAC designation should be denied until the connector is in place.

Country Club Road being the primary ingress and egress point for the NAC and the proposed 5 story Assisted Living Facility is just not reasonable or safe. We know that these types of facilities have a significant number of emergency vehicles coming and going at all times of the day. Country Club Road is a narrow, curvy road with no shoulder. There is no place for traffic to pull off when encountering an emergency vehicle. The best access point for these types of vehicles to the proposed PUD would be at the intersection of Sage Road and Dundee Road. This connector provides a much safer alternative for the residents, the First Responders and the neighbors along Country Club Road.

For these reasons stated, we believe that that the Commissioners must require this connector be in place or, at a minimum permitted, before granting approval of these applications.

- 2) However, if this PUD and zoning are approved, we would ask for specific limitations. We recognize the value of the easements being granted by the applicant and the unique nature of this situation with the potential collector road for the community. But we do not want the City to set a precedent that would allow for an extension of Sage Road



across Country Club Road to the property adjacent to ours. We would request that this NAC be granted on a specific case basis in exchange for the easements being granted and that no additional NAC's or commercial zoning would be allowed to connect to Sage Road at the intersection with Country Club Road. Our concern is that neighboring properties would apply for annexation into the City to obtain zoning that has been denied them by the County in recent applications. There is currently no commercial activity on Country Club Road and further extension of commercial facilities of this type would not be compatible with the existing residential zoning.

- 3) Finally, in 2016, the County denied amplified outdoor music at the Outback Oasis Venue in an application for Recreation High Intensity zoning. We were very active in this proceeding as were many Hamilton Pointe residents. Until such time as an indoor venue is constructed, we do not believe that the City should approve conditions that are going to negatively impact hundreds of homes in the neighborhood. We would ask that the City continue the same hours and limits on outdoor amplified music that are included in the County's Recreation Low Intensity zoning, which is the designation this property had until its annexation, until such time as an Indoor Venue is complete.

Thank you for the opportunity to address our concerns with these applications. I am happy to discuss these issues with you, if you have any additional questions.

Sincerely,



Anne Wood  
Chief Financial Officer  
John Wood Realty, Inc.  
863-324-9663

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Against  
**Date:** Tuesday, January 29, 2019 7:38:42 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Stephanie Sanchez <[sjmsinc@aol.com](mailto:sjmsinc@aol.com)>  
**Date:** January 28, 2019 at 1:47:46 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, "[wtwford@mywinterhaven.com](mailto:wtwford@mywinterhaven.com)"  
<[wtwford@mywinterhaven.com](mailto:wtwford@mywinterhaven.com)>, JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>,  
Pete Chichetto <[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject:** Against

Good afternoon,

I am contacting you all to VOTE NO against the Country Club Rd Building for  
Case Nos P-19-08 & P-19-09

The plan that has been presented for structure by Mr Schulz is nothing we need or want in this area. The country club rd area has already had too many subdivisions built in the last 17 years that has caused so much congestion and crimes in this area. I moved on country club in 2001, and I have lived in Winter Haven all my life and can say that for 5 or more generations Winter Haven has been mine & my husbands family hometown. When moving on country club it was peaceful, calm and yet close to town. Since the numerous subdivisions have been built that are cookie cutter style homes the area has already went down hill.

There is already land cleared in these subdivisions off Buckeye and Country Club that they cannot sell and leaves vacant land open. The subdivision off Buckeye Rd is also having issues selling. Why would more land need to be cleared and not preserved for nature, crops, cattle or citrus. Winter Haven is not getting anymore land for agriculture type of use, we do not need nothing more built. The intersection @ Buckeye Loop and Country Club Rd N has ridiculously heavy traffic all day long - in the am time, traffic is backed up 20 plus cars back trying to get on to Buckeye, keep in mind there is NOT a traffic light at this area or at Country Club Rd south & Dundee Rd - this is all caused by so much population coming into our area. When voting keep in mind, there is more areas than this that he can build on, There is so many families looking for 5 Acres plus tracts to build there homes on, keep that area preserved or have it for large land sells. The opening of Sage Road also would not benefit for the traffic to resolve the building of what he has proposed. Please keep the the country in Country Club Rd and VOTE NO

Feel free to call with any questions

Thank you

Stephanie Sanchez  
(863) 287-6513



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Against Schulz Building  
**Date:** Tuesday, January 29, 2019 7:38:32 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Stephanie Sanchez <[sjmsinc@aol.com](mailto:sjmsinc@aol.com)>  
**Date:** January 28, 2019 at 1:49:55 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Against Schulz Building

Good afternoon,

I am contacting you all to VOTE NO against the Country Club Rd Building for Case Nos P-19-08 & P-19-09

The plan that has been presented for structure by Mr Schulz is nothing we need or want in this area. The country club rd area has already had too many subdivisions built in the last 17 years that has caused so much congestion and crimes in this area. I moved on country club in 2001, and I have lived in Winter Haven all my life and can say that for 5 or more generations Winter Haven has been mine & my husbands family hometown. When moving on country club it was peaceful, calm and yet close to town. Since the numerous subdivisions have been built that are cookie cutter style homes the area has already went down hill. There is already land cleared in these subdivisions off Buckeye and Country Club that they cannot sell and leaves vacant land open. The subdivision off Buckeye Rd is also having issues selling. Why would more land need to be cleared and not preserved for nature, crops, cattle or citrus. Winter Haven is not getting anymore land for agriculture type of use, we do not need nothing more built. The intersection @ Buckeye Loop and Country Club Rd N has ridiculously heavy traffic all day long - in the am time, traffic is backed up 20 plus cars back trying to get on to Buckeye, keep in mind there is NOT a traffic light at this area or at Country Club Rd south & Dundee Rd - this is all caused by so much population coming into our area. When voting keep in mind, there is more areas than this that he can build on, There is so many families looking for 5

Acres plus tracts to build there homes on, keep that area preserved or have it for large land sells. The opening of Sage Road also would not benefit for the traffic to resolve the building of what he has proposed. Please keep the the country in Country Club Rd and VOTE NO

Feel free to call with any questions

Thank you

Stephanie Sanchez  
(863) 287-6513

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case numbers P-19-8 and P-19-9, Schulz Property  
**Date:** Wednesday, January 23, 2019 8:47:35 PM

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Sent from my iPhone

Begin forwarded message:

**From:** "[mmcc939@aol.com](mailto:mmcc939@aol.com)" <[mmcc939@aol.com](mailto:mmcc939@aol.com)>  
**Date:** January 15, 2019 at 5:15:45 PM EST  
**To:** William Twyford <[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, "[jppowell@mywinterhaven.comwtwyford](mailto:jppowell@mywinterhaven.comwtwyford)" <[jppowell@mywinterhaven.comwtwyford](mailto:jppowell@mywinterhaven.comwtwyford)>, Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong <[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, Pete Chichetto <[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject:** Case numbers P-19-8 and P-19-9, Schulz Property

Commissioners,

The purpose of this email is to indicate our **OPPOSITION** to the Land Change/Zoning requests made by Paul Schulz and approved by the Planning Commission on 1/3/2019. The reasons for our opposition are as follows:

1. The proposed development of 7.12 units per acre (a total of 500 units) is **MUCH GREATER** than the average 2.87 units per acre for all surrounding neighborhoods on Country Club Road.
2. The request allows for building heights up to 5 floors (65 feet) which is **SIGNIFICANTLY INCONSISTENT** with the surrounding area.
3. The request for 50,000 square.feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the Comprehensive Land Use Plan. The existing Outback Oasis is not zoned commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The designation/zoning should remain the same.

Commercial land use must intersect at two collector roads, either existing or proposed. Sage Road is neither an existing or proposed collector road and there are **NO PLANS** by Polk County or funds to improve Sage Road from the Schulz property, connecting with Dundee Road. According to the County 2040 Transportation Plan there is no need for expansion or construction.

**IF** the Commission approves this request, which has few details or specifics, Mr Schulz can proceed with **ALL** of his development plans. The only development restriction is not building Commercial greater than 10,000 square feet until, and unless, Sage Road is completed, connecting with Dundee Road. Until Sage Road is completed, **ANY** new development would have only one ingress and egress. Country Club Road, creating



considerable traffic and safety concerns..

If approved, this land use /zoning change would set a precedent for similar Commercial, high density developments on any undeveloped parcels of land greater than 10 acres along Country Club Road, effectively turning a residential area to Commercial..

As long time residents of the Hamilton Pointe neighborhood, we urge you **NOT TO APPROVE** Mr. Schulz' requests!!!

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven ,FL 3881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case no's. P-10-08 & P-19-09  
**Date:** Tuesday, January 29, 2019 7:38:10 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Chris Brown <[chrisb@fts.us](mailto:chrisb@fts.us)>  
**Date:** January 28, 2019 at 3:49:36 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Case no's. P-10-08 & P-19-09

Vote No  
Resident from Crúmp Road  
Chris Brown  
Sent from my iPhone

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case No's. P-19-08 & P-19-09  
**Date:** Tuesday, January 29, 2019 7:38:18 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Capt Scott Taylor <[scott@tmcguideservice.com](mailto:scott@tmcguideservice.com)>  
**Date:** January 28, 2019 at 3:16:36 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, William Twyford <[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, "[jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com)" <[jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com)>, Nat Birdsong <[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, "[pmchicetto@mywinterhaven.com](mailto:pmchicetto@mywinterhaven.com)" <[pmchicetto@mywinterhaven.com](mailto:pmchicetto@mywinterhaven.com)>  
**Subject:** Case No's. P-19-08 & P-19-09

Gentlemen,

My wife and I live in the Hamilton West sub and we moved out to this location to be "in the country" which is quickly fading with all of the new housing developments since we moved in.

We are voting "NO" to this proposal from Outback Oasis as it is not compatible with our quiet corner of Winter Haven. Just because they have inherited monies they think they can bully everyone into what they want. I'm not sure who it is, but even the guy that has the white "Alabama Roll Tide" truck drives around town like a jerk & bully. He's tailgated and tried pushing me (while I was already traveling over the legal speed limit) going across CGB several times over the years.

Please do not let this travesty take place in our small corner of town.

Very Respectfully,  
Scott

**Captain Scott Taylor**  
*Senior Pro Guide*

**Camp Mack, a Guy Harvey Lodge, Marina & RV Resort**  
TRAVEL INSPIRED  
T: 855-354-8433 (855-FL-GUIDE)  
[www.GuyHarveyCampMack.com](http://www.GuyHarveyCampMack.com) | Reservations: [800-243-8013](tel:800-243-8013)

Official Partner & Guide for [VisitCentralFlorida.org](http://VisitCentralFlorida.org)



**Scott Taylor's Central Florida Bass Fishing Guide Service - Winter Haven,  
FL**

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case Nos P-19-08 - Country Club Drive  
**Date:** Tuesday, January 29, 2019 7:42:21 AM

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Sent from my iPhone

Begin forwarded message:

**From:** CHERI MOONEY <[cheriemooney@comcast.net](mailto:cheriemooney@comcast.net)>  
**Date:** January 28, 2019 at 5:01:10 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Case Nos P-19-08 - Country Club Drive  
**Reply-To:** CHERI MOONEY <[cheriemooney@comcast.net](mailto:cheriemooney@comcast.net)>

I vote No. This is ridiculous to have a 500 bed Assisted Living Facility, on a country residential road. Ambuland traffic alone daily will be high. This facility should be near hospital.

Also, a commercial space with outdoor services will ruin the country living.

Preserve you Community!

Cherie Mooney  
2175 Kendall Lane  
Winter Haven, FL 33881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case numbers P-19-08 and P-19-09 Schulz Property  
**Date:** Wednesday, January 23, 2019 9:13:56 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Charles Matthews <[fngrower@aol.com](mailto:fngrower@aol.com)>  
**Date:** January 14, 2019 at 8:54:03 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>  
**Subject:** Case numbers P-19-08 and P-19-09 Schulz Property

Dear Commissioners,

I am a resident of Hamilton Pointe in NE Winter Haven approximately 1,400 feet north of Mr. Schulz property on Country Club Road. I recently attended the Winter Haven Planning Commission meeting on January 3rd where Mr. Schulz's representative presented his plan to assign Residential-Low Density and Neighborhood Activity Center land uses to four annexed parcels and assign Planned Unit Development zoning to the same parcels. Although Mr. Schulz has been a reasonable neighbor in the past and developed the property to the benefit of the Country Club Road neighborhood this current proposal is contrary to past efforts and will be a detriment to the area.

His proposal for an "aging in place" concept is **NOT** consistent with the area given the density of **7.12** units/acre compared to the surrounding area with an average density of **2.87** units/acre nor is his commercial land use consistent with the area or the 2025 Winter Haven Comprehensive Plan. The Comprehensive Plan requires Neighborhood Activity Centers to be developed within 1,500 feet of an intersection of two existing or planned arterial or collector streets. The Planning Commission staff based their recommendations on the completion of Sage Road and its intersection with Country Club Road. According to the 2040 County Transportation Plan, Sage Road does not have an existing need for expansion or construction. Further complicating Sage Road development is the lack of right-of-way across the "county maintained" portion.

**For the above reasons of inconsistent density and land use, I am adamantly against the development as proposed by Mr. Schulz! I would implore the Commissioners to strongly consider the inconsistencies with this plan and reject it at their earliest opportunity.**

Charles Matthews



**307 Hamilton Shore Dr. NE**  
**Winter Haven, FL.**

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Case numbers P-19-8 and P-19-09-REVISED  
**Date:** Tuesday, January 29, 2019 7:40:24 AM

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Sent from my iPhone

Begin forwarded message:

**From:** "[mmcc939@aol.com](mailto:mmcc939@aol.com)" <[mmcc939@aol.com](mailto:mmcc939@aol.com)>  
**Date:** January 27, 2019 at 12:42:06 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>  
**Subject:** Case numbers P-19-8 and P-19-09-REVISED

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in

the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **ANY** new development will require that Country Club Road be the only ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!!!

As long time residents of the Hamilton Pointe neighborhood, we urge you to seriously consider our concerns and recommendations.

Mack and Judy McCain  
315 Hamilton Shores Dr. N.E.  
Winter Haven, FL



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country Club Road Community  
**Date:** Tuesday, January 29, 2019 7:39:32 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Karen Hagman <[karen@vsifans.com](mailto:karen@vsifans.com)>  
**Date:** January 28, 2019 at 10:37:46 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject:** Country Club Road Community

Peter Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
[pete@vsifans.com](mailto:pete@vsifans.com)

January 28, 2019

Dear Sirs,

I live near one of the most beautiful areas of Polk County. The Country Club Road area between Dundee Road and West Lake Hamilton is majestic with its many oak trees and beautiful homes.

Paul Schulz has over the years enhanced this area with his dedication to improving the environment.

His attempt to open a wild life animal park has been previously voted down.

Now he is attempting to receive city approval to turn our beautiful neighborhood into a commercial zone.

I have talked to many local residents, none of whom are in favor of his new approach. We are still looking for a local who would be in favor of his new plans.

Hopefully the neighborhood residents can be heard at the upcoming January 28<sup>th</sup> Nora Mayo meeting.

Hopefully all five of you city commissioners will vote against his plans to

destroy our beautiful neighborhood.

Sincerely,

*Pete Ousley*

Pete Ousley  
1020 W Lake Hamilton Dr  
Winter Haven, FL 33881  
863-221-1023

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country Club Road Development  
**Date:** Tuesday, January 29, 2019 7:42:29 AM

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Sent from my iPhone

Begin forwarded message:

**From:** "[csmartin1947@aol.com](mailto:csmartin1947@aol.com)" <[csmartin1947@aol.com](mailto:csmartin1947@aol.com)>  
**Date:** January 28, 2019 at 1:03:13 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Country Club Road Development

Dear Brad,  
I hope you will use wisdom tonight. The proposed development, even the newest rendition, is unacceptable.  
The whole idea is just crazy!  
Access roads should be in place before development!  
Traffic lights should be in place before development!  
Existing roads widened!  
Just to name a few of the obstacles that must be addressed and overcome before any approval of a new development.  
This plan is ill-conceived and will cost the taxpayers millions of dollars.  
Nor is it appropriate for the neighborhoods surrounding the proposed development.

Thank you.

James L. and Carol Sue Martin  
1740 Crump Road  
Winter Haven, Fl 33881



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country Club Road Development/Zoning  
**Date:** Tuesday, January 29, 2019 7:37:48 AM

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Sent from my iPhone

Begin forwarded message:

**From:** "[solymar1@aol.com](mailto:solymar1@aol.com)" <[solymar1@aol.com](mailto:solymar1@aol.com)>  
**Date:** January 28, 2019 at 8:27:55 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject:** Country Club Road Development/Zoning

To our city commissioners:

We are residents of the area which will be affected by Mr. Shulz proposed development. We have been following the situation as it is to present date, and we see immediate and future problems.

First, Country Club Road would have to be rezoned to allow for Commercial purposes, which will open the road to further commercial developments, of which kind and size one could not guess, in any of the many properties currently for sale along Country Club Road. This would be totally detrimental to the area and its residents. One wonders if this zone, having been rural for so long, has the infrastructure to support such development. Is there a budget assigned to expand the infrastructure from what it is to what will be needed?

Second, the proposal to open Sage Road as an access road, does not give reassurance as there is no time line as to when it will be done. Are we talking 1 year? 5 years? Ten years or more? Is there even a budget for such a development? As it is now, it is not known, reason sufficient to oppose this development.

Finally, if you are inclined to go against so many unknowns, perhaps you would consider approving the nursing home and assisted living homes, but not the shopping area, big or small, it does not belong in this area. The quiet and secure area where so many citizens have made their home will stop being so, and for many of us, in the later years of our lives, it would be a hardship and a disappointment to have to pack up and move again.

Thank you for considering this matter, and I hope that the decision you reach is fair to all involved.

Sincerely,

Marta and Roberto Fraile  
212 Lake Region Blvd S  
Winter Haven FL 33881



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country Club Road Proposal  
**Date:** Tuesday, January 29, 2019 7:39:33 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Gregory Mills <[gcmills1@verizon.net](mailto:gcmills1@verizon.net)>  
**Date:** January 28, 2019 at 9:50:08 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Country Club Road Proposal

To: Mayor Dantzler:

I am a native of Winter Haven and am not usually a naysayer regarding necessary growth and improvement in our city, but I am opposed to the original and now revised Country Club Road proposed development by Mr. Schultz.

Seventeen years ago my wife and I began construction of our home in Hamilton Pointe because of the esthetics and tranquility of the neighborhood. We also appreciated and respected the country environment experienced by the leisurely drive on Country Club Road. Even though Hamilton Pointe is zoned city we felt we were still part of a rural country side setting. We finished raising our children in this home and because we still love this area wanted to down size and remain in the area. Consequently we sold our home in Hamilton Pointe and purchase a smaller home one mile South at The Gates of Lake Region.

I am opposed to the Schultz proposal for the following reasons:

- The beauty of the area will be diminished as a result of any construction outlined in the proposal.
- Traffic is already increased as Country Club Road is being used as an alternative course due to current improvements to Dundee Road.
- The proposal is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven.
- The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties.
- ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value unless Sage Road is completed as a CONNECTOR ROAD.
- In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.
- Again, neither the County NOR the City have this in their plans or the money to do it.



Gregory Mills  
[gcmills1@verizon.net](mailto:gcmills1@verizon.net)  
350 Niblick Circle

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country club road PUD  
**Date:** Wednesday, January 23, 2019 8:47:14 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)>  
**Date:** January 21, 2019 at 2:29:22 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Re: Country club road PUD

I wish I could be there among the lone voices of reason but have business in Bartow every Monday until 9:30 PM

Best to Susan.

Peter

-----Original Message-----

From: Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
To: Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)>  
Sent: Mon, Jan 21, 2019 1:43 pm  
Subject: Re: Country club road PUD

Thanks Peter, please plan on attending the upcoming public meeting regarding this development and voice your opinion if you so choose.

Regards

Brad

Sent from my iPad

On Jan 19, 2019, at 5:21 PM, Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)<<mailto:pverrill@aol.com>>>> wrote:

Dear Brad:

I'm again writing to encourage you to vote for Paul Schulz's planned project on Country Club road and Sage road. He has a wonderful vision for this area of Country Club road that will benefit the surrounding area, the City and the people of our wonderful city.

We have great need for assisted living facilities and this one would be the finest in the area. The statistics are out there. There argument from some of my vocal neighbors will reflect on the quiet nature of our road, traffic and noise. None of this is pertinent. I was the

5th home built in this neighborhood and have been on the Board for most of Lenore and my time here since 1991. I lived in the County since 1976. It is a privilege to be in the City of Winter Haven and we want what's best for the City.

Lenore and I and several, more shy, neighbors believe that the envisioned planned development will do nothing but increase the beauty of this road, increase our home values and magnify the stature of our City.

It was wonderful seeing you at the ribbon cutting ceremony for the venue at Country Club of Winter Haven. Please support the Planning Commission and vote for the future of our little corner of our great City.

Sincerely,

Peter

Peter Verrill, MD (retired)  
Secretary  
Hamilton Pointe Homeowners Association.

305 Hamilton Shores Dr. NE  
Winter Haven, FL 33881

863-660-1623



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Country Club Road  
**Date:** Tuesday, January 29, 2019 7:40:00 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Mike Levy <[mike1nyny@hotmail.com](mailto:mike1nyny@hotmail.com)>  
**Date:** January 27, 2019 at 4:46:17 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject:** Country Club Road

Sirs,

I am writing to you today to implore you to vote against the proposed development on Country Club Rd near Dundee Road. The proposed building would cause much congestion and traffic, on a road that many of us need to take daily, that already has congestion and traffic during certain hours of the day. Dundee Road cannot handle the traffic it already has in that area. The proposed project would effectively turn it into a giant parking lot, something I know way too much about. You see, I grew up in New York City. I came down here last year to get away from the congestion, away from the traffic. That was a mistake. The Winter Haven area is being expanded too much, and roads are not being added or enlarged to handle the traffic. Cypress Gardens Blvd is awful around lunchtime and during the morning and afternoon rushes. If you approve this project, Dundee Road will be the same. It simply will not be able to handle the volume of traffic caused by this proposal. And we all know what happens when the infrastructure cannot handle the volume of traffic; People die. Emergency services cannot get through. The sick and injured cannot get the help they need. And it will cost people their lives. It could be you, it could be me, it could be one of our family members. I've seen it happen before. Especially with this "Senior community", that should be high on your list of reasons not to approve this proposal.

That's not to say I'm against building in the area. I think a few commercial properties would be great to have there. A warehouse store like BJ's or Costco

would be welcome in the area. However the road needs to be widened and the entrances/exits need to be on Dundee, not Country Club Rd.

So again, I implore you to please, *please*, vote against this proposal. I'm sure there's a better way to build the area that won't destroy it in the process.

Thank you,

Mike Levy

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Feedback - Country Club Road Zoning Change Request  
**Date:** Tuesday, January 29, 2019 7:40:16 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Tim Hassett <[thassett@mac.com](mailto:thassett@mac.com)>  
**Date:** January 27, 2019 at 2:06:32 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject: Feedback - Country Club Road Zoning Change Request**

Winter Haven City Commission,

As a full time resident of Hamilton Pointe, business owner, and fan of the City, I'm writing in strong opposition to the Zoning changes put forth by Paul Schulz for the parcels on and near Country Club Road.

I'm very strongly requesting that you NOT vote in favor of this Zoning change.

- This plan is NOT consistent with the City's Comprehensive Land use plan. I have yet to hear a good reason why the Commission would override this Land Use Plan and vote for this Zoning change.
- The proposed rezoning and permitted uses are still NOT in keeping with the surrounding properties.
- Shultz's plans and intentions are inconsequential. The only thing that matters is that this Zoning change would open up this area to development that's totally incompatible with the area. If Schulz changes his plans, or sells his property, the Zoning change is what matters.
- Country Club Road is the most beautiful road in our city. One of the last roads in the city with beautiful, old, moss-draped oaks. Especially now that the City allowed most of the oaks along the Dundee road expansion project to be hacked to the ground, making for yet another ugly, shadeless street leading into Winter Haven.
- I love growth and economic development. But this has to be done in a smart



way, so that we don't have another unwelcoming and unattractive area similar to Cypress Garden's Road near Wal Mart.

Regards,  
Tim Hassett

-----  
Tim Hassett  
Montigne Bentley Hassett  
Winter Haven, FL

[thassett@mac.com](mailto:thassett@mac.com)  
(252) 258-7881 iPhone

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: From: Jose Martinez-Salas, M.D., F.C.C.P  
**Date:** Wednesday, January 23, 2019 8:47:08 PM  
**Attachments:** [Winter Haven City Commission.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Admin Reception <[admin.reception@gesslerclinic.com](mailto:admin.reception@gesslerclinic.com)>  
**Date:** January 22, 2019 at 11:00:09 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** From: Jose Martinez-Salas, M.D., F.C.C.P

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: OPPOSITION to P-19-8 and P-19-9-REVISED  
**Date:** Tuesday, January 29, 2019 7:39:53 AM  
**Attachments:** [Private Devel Map 1-23-19.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Jeannette Williams <[jwillrun@yahoo.com](mailto:jwillrun@yahoo.com)>  
**Date:** January 27, 2019 at 7:13:48 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>  
**Cc:** Tim Williams <[pastortim@calvarybaptistwinterhaven.com](mailto:pastortim@calvarybaptistwinterhaven.com)>  
**Subject:** **OPPOSITION to P-19-8 and P-19-9-REVISED**

Dear Commissioners,

There is a chance you will not read this email in its entirety, but I will continue to voice, on behalf of my husband and myself, our **OPPOSITION** to the REVISED Land Change/Zoning requests Case numbers P-19-8 and P-19-9 by Mr. Paul Schultz.

I am sure you have heard repeatedly the many reasons for **OPPOSING** this land use and revision. Incompatibility, density, commercial use, building height, increased traffic, and noise are some of the issues we see and others have voiced as viable reasons to defeat this proposal.

But today as I went over my emails I opened and read through the **GREATER WINTER HAVEN CHAMBER OF COMMERCE** weekly update “**First Thing Monday Morning**” I scrolled down to the “**Development News**” under there was a link to the “**Private Development Project Map**” (see attachment).

Since I am very focused on the issues involving Country Club Road, I decided a broad picture of what is going on around the city would be helpful.

Yes, there is a great deal of construction and renovation.

Yes, there are large proposed revenue generating projects.

Yes, there are requests for change of PUD.

Yes, every change will have an affect on the surrounding area.

**BUT NOTE . . .**



The commercial developments and those requesting a change of PUD are making this request in areas where the infrastructure of parking, access, traffic flow, like and common use, already exist or can be implemented with minor changes.

What I am being proposed is not in keeping with prior requests and does not at this time or with minor changes have the infrastructure to support the enormity of this project.

This **proposal is not for a simple housing development** as others have done on Country Club Road. Dundee Road, even with its updates, is not ready to handle such a change not now or anytime in the near or proposed future.

Please don't vote for this project just because of its extensive planning, land availability, or revenue generating possibility.

Like the lakes of Winter Haven, this stretch of Country Club road is a unique and treasured aspect of our community. Our plea and prayer is that you will **OPPOSE** this request since it is not in compliance with the **City's Comprehensive Plan**.

Dr. Timothy G. Williams and  
Jeannette R. Williams  
503 Hamilton Shores Court NE  
Winter Haven, FL 33881

[jwillrun@yahoo.com](mailto:jwillrun@yahoo.com)

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Opposition to Revised  
**Date:** Tuesday, January 29, 2019 7:39:42 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Fred Fulks <[ftfulks@aol.com](mailto:ftfulks@aol.com)>  
**Date:** January 27, 2019 at 9:57:28 PM EST  
**Subject:** **Opposition to Revised**

Dear Commissioner,

I strongly opposed Paul Shulz "Revised Proposal" of Case numbers P-19-8 and P-19-09-REVISED.

\*The proposed development is still NOT CONSISTENT with the Comprehensive Plan established by the City of Winter Haven\*\*\*  
>> \*\*\*The proposed rezoning and permitted uses are still NOT COMPATIBLE with the surrounding properties\*\*\*  
>> \*\*\*ALL conversation related to Sage Road - ANY proposal, revised or otherwise, bears NO value until Sage Road is completed as a CONNECTOR ROAD. In order for Sage Road to be completed, right of way must first be purchased, followed by extensive/costly road base and drainage work.

Fred Fulks  
411 Horseshoe Ln  
33881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Opposition to Schultz Development  
**Date:** Wednesday, January 23, 2019 9:14:40 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Gwen Fulks <[g.fulks@aol.com](mailto:g.fulks@aol.com)>  
**Date:** January 13, 2019 at 6:10:35 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Opposition to Schultz Development

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units or more per acre versus our current 2.87 units per acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.
3. Other concerning issues would be significant increases in noise and traffic on Country Club Road which would be the major access point to said property.

Please do not allow the Schultz Property proposal to be granted.

Thank you,



Gwen Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Opposition to The Proposal by Paul William Schulz  
**Date:** Wednesday, January 23, 2019 9:14:42 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Fred Fulks <[ftfulks@aol.com](mailto:ftfulks@aol.com)>  
**Date:** January 13, 2019 at 3:08:14 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Opposition to The Proposal by Paul William Schulz

**I am strongly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units or more per acre versus our current 2.87 units per acre.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.
3. Other concerning issues would be significant increases in noise and traffic on Country Club Road which would be the major access point to said property.

Please do not allow the Schultz Property proposal to be granted.

Thank you,

Fred Fulks  
411 Horseshoe Ln NE  
Winter Haven, FL 33881



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Outback Oais  
**Date:** Tuesday, January 29, 2019 7:41:03 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Kim Adams <[adamskim34@yahoo.com](mailto:adamskim34@yahoo.com)>  
**Date:** January 27, 2019 at 7:32:17 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject: Outback Oais**

My husband and my self move into Hamilton Pointe several years ago.  
We love our community and the drive along country club road.  
What I have been reading about the new proposal with the outback oasis we are  
not pleased with what would happen.  
I am sending a NO VOTE ON THIS Development  
Adams  
Sent from my iPhone

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Outback Oasis Expansion = Country Club Road Disaster  
**Date:** Tuesday, January 29, 2019 7:39:29 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Charles Reynolds <[charlesjreynolds2@gmail.com](mailto:charlesjreynolds2@gmail.com)>  
**Date:** January 28, 2019 at 1:41:04 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject: Outback Oasis Expansion = Country Club Road Disaster**

Dear Honorable City Commissioners,

My name is Charlie Reynolds and I, along with my wife, are 40 plus year residents of Winter Haven. While you will notice that my address is not in the Winter Haven City limits my Wife and I own several properties in the Winter Haven City limits and are concerned about the proposed expansion of the Outback Oasis off of Country Club Road. This expansion will directly affect our property on West Lake Hamilton Drive.

We have 3 main objections to the subject expansion. They are listed as follows:

- 1.) Preserving History and Tradition** - The Outback Oasis was, for decades, a residence. Paul Schultz has somehow over the years turned this into a commercial operation. The Country Club Road area has long been a residential area. People desire to live in this area because of the peace and tranquillity that it offers. This area is one of the few places left in the Winter Haven area that has preserved the "Old Florida" or "Old Polk County" atmosphere of winding country roads through live oak hammocks, pastures, and orange groves. We should not allow commercial operations to invade a residential area such as this.
- 2.) Safety** - It is our understanding that the entrance and exit of the proposed Assisted Living Facility will be located directly off Country Club road. Country Club road is a winding road with many blind spots. Allowing an inordinate amount of traffic on this road will cause a safety hazard. My guess is that this would eventually lead to having a traffic light manage the entrance and exit of this facility. This leads us back to point #1 about preserving the "Country Living" atmosphere that people desire when they move into the Country Club Road Area.
- 3.) Environmental Concerns** - The Outback Oasis has already been allowed to

bring in a lot of dirt and fill in a lot of low lying places. We are not sure how Mr. Schultz was allowed to get these permits to begin with but he has and it has affected and disturbed the watershed of our area. We live off of West Lake Hamilton Drive. We, along with our neighbors, are starting to see a lot of flooding on the lower lying areas of our properties. It is not that these low areas never held water, they naturally do. However, since Mr. Schultz has been allowed to have free reign on his property over the past few years the flooding in these areas has worsened and now takes 3 to 4 times as long to drain. It has also increased the size of the flooded areas. In addition to the watershed issue this commercial operation will be a eye sore to what has long been one of the most pristine areas of Winter Haven and Polk County.

Please understand. We are not Anti-Business. As a matter of fact we are very pro-business conservatives. We simply feel that business and residential areas should be kept separate. Especially in this case where this new facility would be planted right in the heart of such a beautiful area.

Please do not allow one person to benefit to the detriment of the hundreds of people that live in one of the most beautiful and pristine areas of Winter Haven and Polk County.

Thank you for your time.

Charlie and Amy

Mr. and Mrs. Charles J. Reynolds, II  
2045 W. Lake Hamilton Drive  
Winter Haven, FL 33881  
Cell: 863-412-2277  
Fax: 863-353-5822



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Outback Oasis revised proposal  
**Date:** Tuesday, January 29, 2019 7:41:42 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Craig Merrill <[merrillcraig@gmail.com](mailto:merrillcraig@gmail.com)>  
**Date:** January 24, 2019 at 11:58:36 AM EST  
**To:** JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong <[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford <[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Mike Herr <[mherr@mywinterhaven.com](mailto:mherr@mywinterhaven.com)>  
**Subject:** Outback Oasis revised proposal

I have reviewed the revised Outback Oasis/Shultz land use proposal and still have the same concerns I had after review of the original plan.

Neither the original or revised plans come close to the homes and neighborhoods in the surrounding area. If this proposal get's through it will open Pandora's Box and open up other open land for development.

If you look at the arguements against any changes to this property presented to the Polk County Commission back in August of 2016 they declined a proposal for venue on the site. If you also do some research you will see that there were many instances that Mr. Schultz was breaking county codes without permits. I don't think Mr. Schultz will follow the rules and laws in the proposal either. If you allow this proposal will the city spend the funds to monitor his actions? If he breaks them will he be held accountable. I think not. I thought he could push around the Polk County Commission and he will try to push our City Commission around.

This will only hurt us that live in the neighboring communities.

The reduction in units to 5.8 per acre are still double of all surrounding neighborhoods. The only neighborhood that is less than half of that is the furthest away from the Schultz proposal! So it is not compatible with the rest of the surrounding areas!

Any building either five or three stories tall are not compatible with the surrounding area. There are not any building higher than two stories in the surrounding area.

Putting any three story building within 300-500 is still too close.

I am sure the city wants Sage Road. Get Sage Road built from Dundee Road first then let's discuss any proposed development! Having Sage Road connect to Country Club Road really doesn't make any sense. Why doesn't the city look at connecting Sage Road to W.

Lake Hamilton Drive? Doesn't a four way intersection make more sense than a 3 way intersection? That seems to be a better plan to move more vehicles more quickly and much safer!

--

Thank you,

Craig Merrill

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Paul Shulz Oasis Property  
**Date:** Wednesday, January 23, 2019 9:15:21 PM

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Sent from my iPhone

Begin forwarded message:

**From:** "[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)"  
<[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)>  
**Date:** January 11, 2019 at 1:51:27 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject:** Paul Shulz Oasis Property

Commissioners,

I live at 705 Heritage Dr. NE in Hamilton Pointe.

I am requesting that you take the time and look real hard at this project that was passed by the Planning Commission earlier this month. By the way the tie breaker was Mr. Hemenway just by chance is a well known realtor (surprised). I understand that Mr. Shulz is loved by the city but he has turned from known environmentalist to developer capitalist. If not why did he build the road already with a temporary fence?

The impact of traffic and just the wrong placement of this mini Celebration just does not fit our area. I understand that this is the cheapest route for the city to get their prior discussed road extension without footing the total cost, but the ramifications are to impactful.

Many of you know the winding two lane road that even with the new paving barely can handle a full size pickup because it has inadequate shoulders. So to put the main entrance at Country Club Road is totally out of the question. He was annexed into the city because the county turned him down, you needed more tax base so it was accepted. If you pass this at minimal could you please make his main entrance at Sage and Dundee Rd? There is not one piece of commercial business within miles of his operation off a country road around us until West Lake Hamilton and 544.

Please do all of the residents a service and either shoot down his idea or make heavy modifications to fit the neighborhood. Remember all of the wetlands around this area are the headwaters of the Peace River!!

Thanks for your time. See you at the meeting.

**Mike Rousch**

Dave's Power Equipment LLC



29722 US HWY 27  
Lake Hamilton, Fl. 33851  
P 863-438-9888  
F 863-438-9887  
[davespowerequipment.com](http://davespowerequipment.com)

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Planning Commission applications P-19-08 and P-19-09 - Outback Oasis  
**Date:** Wednesday, January 23, 2019 9:13:40 PM  
**Attachments:** [P1908 P1909 memo.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Anne Wood <[awood.johnwoodmanagement@gmail.com](mailto:awood.johnwoodmanagement@gmail.com)>  
**Date:** January 15, 2019 at 11:14:59 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Planning Commission applications P-19-08 and P-19-09 - Outback Oasis

Mayor Dantzler,  
Attached please find a letter with concerns regarding the above applications by Paul Schulz that will be the subject of your Commission meeting on January 28, 2019. I would appreciate you taking the time to read our concerns and comments. If you have any questions, please don't hesitate to give me or Tom a call. We would be happy to discuss our concerns in person or on the phone.

Thanks for your time.

Sincerely,

Tom and Anne Wood

--

**Anne V. Wood**  
**Chief Financial Officer**  
John Wood Realty, Inc.  
3601 Cypress Gardens Rd., Ste A  
Winter Haven, FL 33884  
Office - 863.324.9663  
Cell - 863.604.0930

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Please Vote NO - Case numbers P-19-8 and P-19-09-REVISED  
**Date:** Tuesday, January 29, 2019 7:38:02 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Matt <[rmcgill84@gmail.com](mailto:rmcgill84@gmail.com)>  
**Date:** January 28, 2019 at 4:37:38 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject: Please Vote NO - Case numbers P-19-8 and P-19-09-REVISED**

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in



the Events and to include commercial activities for Outback Oasis. The County Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD. ANY** new development will require that Country Club Road be the ONLY ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more than 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

Thank you,

**Matt McGill**  
**Hamilton Pointe**

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Please Vote No on the Schulz Development - P-19-08 and P-19-09  
**Date:** Wednesday, January 23, 2019 8:47:10 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Matt McGill <[rmmcgill84@gmail.com](mailto:rmmcgill84@gmail.com)>  
**Date:** January 21, 2019 at 5:38:52 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Re: Please Vote No on the Schulz Development - P-19-08 and P-19-09

Thanks for writing back. Will there be another meeting with the opportunity for public comment before this is voted on? Thanks!

Matt

On Mon, Jan 21, 2019 at 1:41 PM Brad Dantzler  
<[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)> wrote:

Matt

Thanks for writing, please plan on attending the upcoming public meeting and learn all you can about this development.

Regards,

Brad

Sent from my iPad

On Jan 21, 2019, at 11:29 AM, Matt  
<[rmmcgill84@gmail.com](mailto:rmmcgill84@gmail.com)<<mailto:rmmcgill84@gmail.com>>> wrote:

Hello,

My name is Matt McGill, and I live in the Hamilton Pointe neighborhood off Country Club Road. I am writing today to urge you to vote "no" on Case Nos. P-19-08 and P-19-09.

As you know, Country Club Road is a quiet residential road with residential neighborhoods. Mr. Schulz's plan to turn his property into a mega-development is completely incompatible with the area. There is no room for commercial development on our section of canopy roads and open land, especially of this magnitude. Current density in the area is 2.87 residences per acre. The proposal for this mega-development is 7.2 residences per acre. 7.2!!!

And that does not even include the extras such as Clubhouses, community pools, tennis courts, or the commercial development. The Country Club Road Community seems in unison about not wanting to see residential towers dominating what is now tree lined, picturesque roads. There are also increased traffic concerns, as the only entrance/exit into the mega-development will be on a dangerous curve on a two lane road. As I understand it, there are no plans for a traffic light at this location, nor the already nightmarish intersection of Country Club Road and Dundee Rd (especially if you need to eastbound on Dundee Rd from Country Club). When we purchased our home in Hamilton Pointe, one of the main draws was that it was tucked away in a quiet, undisturbed part of Winter Haven. Mr. Schulz's proposal will allow for amplified sound 7 days a week, including week nights when our young children will be trying to sleep for the following school day.

For these reasons, I am requesting that you vote "no" on these proposals.

Thank you for your time.

Sincerely,

Matt McGill  
Hamilton Pointe  
Winter Haven, FL



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Proposed changes to Country Club Road (Paul Schulz)  
**Date:** Tuesday, January 29, 2019 7:41:04 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Jeff Satterfield <[jsatter65@gmail.com](mailto:jsatter65@gmail.com)>  
**Date:** January 26, 2019 at 4:05:46 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject:** Proposed changes to Country Club Road (Paul Schulz)

Hello.

Once again, Outback Oasis wants to change the most scenic road in Winter Haven to suit his own needs. This IS NOT part of the comprehensive plan for this road, and is not acceptable mesh for all the residential homes who were here well before Mr. Schulz came along. There is no president or reason for this change, not to mention the traffic chaos it would create.

Do not affect some of your highest paying tax residents by approving this and lowering values, and going against the zoning regulations for this area.

Thank you,

Jeff Satterfield  
410 Horseshoe Ln  
Hamilton Pointe

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Proposed PUD development P-19-08 and P-19-09  
**Date:** Wednesday, January 23, 2019 9:14:52 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Thomas R Johnson <[tom.and.terri@gmail.com](mailto:tom.and.terri@gmail.com)>  
**Date:** January 11, 2019 at 12:02:38 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject: Proposed PUD development P-19-08 and P-19-09**

Dear Commissioners:

Attached please find a letter concerning proposed PUD development P-19-08 and P-19-09.

Thank you for your consideration.

Sincerely,

Dr. and Mrs. Thomas R Johnson  
407 Horseshoe Ln. NE  
Winter Haven, FL 33881

<Schultz development 2019.pdf>

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility  
**Date:** Wednesday, January 23, 2019 8:45:45 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Charlene Oconnor-IrishTouchBulldogs <[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)>  
**Date:** January 23, 2019 at 3:54:53 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Subject:** REVISION REPLY: Case Nos. P-12-08 and P-19-09 for Incompatibility

**O'CONNOR**  
**413 Horseshoe Lane NE – Winter Haven, FL 33881 – 863-293-6159**  
**[irishtouchbulldogs@verizon.net](mailto:irishtouchbulldogs@verizon.net)**

January 23, 2019  
**THREE PAGES**

To: Winter Haven City Commissioners  
\* Bradley T. Dantzler [bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com); (863) 289-9947  
\* Nathaniel J. Birdsong, Jr. [nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com); (863) 289-9813  
\* William J. Twyford [wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com); (863) 307-2291  
\* James H. "JP" Powell [jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com); (863) 308-2464  
\* Peter M. Chichetto [pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com); (863) 289-2794

Subject;; Case Nos. P-19-08 and P-19-09 for Incompatibility.  
**REVISED** Shulz Proposed Land Use Development

**Vote**



## **‘NO’**

Gentlemen:

We wrote you all our letter dated January 18,, 2019 in response to Mr. Schulz’ original PUD.

We now wish to submit our reply to the ‘**Revised**’ plan Mr. Schulz and his team have submitted.

We have reviewed Mr. Schulz’ ‘**REVISED**’ Land Use Development update and continue to have extremely serious concerns regarding this proposal over all.

Mr. Schulz has planned this development for years and we know it now or have learned about it through research of tax records and sales to Mr. Schulz. No more secrets of buying up vacant, ‘for sale’ land to add to his already sprawling kingdom. The secret is out, loud and clear! This is not Disney SW or LegoLand NW. It is our quiet, serene and beautiful neighborhood that we live in 24/7, 365 days/year. Many more of us want to keep it this way than don’t!

Mr. Schulz, his financial partners and few supporters have never or will ever have any consideration for the surrounding neighbors or developed neighborhoods. It is Mr. Schulz’ intention to bypass any and all concerns for the sake of his own profit and recognition as a real estate developer in an area which drew many home and land owners in the past here due to the peace, serenity and natural beauty of the area.

Please keep in mind that Mr. Schulz proposed PUD in any way, shape or form, original planned or revised, is not in the best interest of property or surrounding areas. Some nearby land owners, investors and supporters of this PUD are likely supporters because they will benefit in monetary or personal fashion. There are many more property owners, like us, who are adamantly opposed to this PUD, Revised or not!

We have nothing to gain and everything to lose, as if this PUD is approved, then former Knapp property or other proposals will also likely be approved. Hundreds of us lose for the sake of a very few!

**This is a very important vote, and we hope you will consider more than Mr. Schulz and his investors, and think about the hundreds of us this will impact negatively!**

\*\*\*\*\*

*Mr. Schulz’ REVISIONS are in italics directly from the document*

**Our response to the REVISED Proposal is in BOLD and underlined!**

### LAND USE / COMPATIBILITY

- We have agreed to reduce the overall unit count request to 400 age-restricted units (which is a

20% reduction from 500 units). This is a density reduction from 7.2 to 5.8 units per acre.

**This is still a huge difference in density previously ordained/approved for the area. 400 is 400 too many! Mr. Schulz’ math is still more than two times more than previously ordained/authorized units. Unacceptable!**

- We have agreed to provide a minimum 40% open space within the development to help maintain

the existing Country Club Road character of “winding, tree-lined roads” and “open lands”.

**This 40% open space means nothing to the calculated traffic, noise, construction negatives, and overall impact to the previously ordained/approved land use for the area. 10% is not much of a reduction! This is Unacceptable!**

- We have agreed to NO outdoor amplified sound.

**This NO outdoor amplified sound cannot be guaranteed when events will be held inside the Schulz compound in either open or enclosed venues. Outback Oasis already has amplified sound during some current events. Amplified Sound has different meanings to different individuals, groups and organizations. The surrounding residential neighborhoods can be affected with any or all amplified sound, whatever the definition.**

## BUILDING HEIGHTS

- We have agreed to restrict building heights to a 2-story maximum within 500 feet of Country Club Road. This will insure that the view from Country Club Road will remain consistent with the surrounding homes.

Two stories or three stories within 500 feet of Country Club Road continues to create traffic, noise and traffic congestion. This is Not Acceptable.

- We have agreed to restrict building heights to a 2-story maximum within 300 feet of the southeast corner of the property, to minimize the impact on these neighbors.

Two story buildings within 300 feet of the southeast corner of the property will totally impact specific neighbors and all surrounding neighborhoods. Noise, traffic and other adverse impacts will continue to affect neighbors with 1 story buildings. This is Not Acceptable!

- We have also agreed to restrict all building heights for the remainder of the property to a maximum of 3-stories (from 5-stories).

Two stories from three stories is a minimal height difference and only affects 'line of sight', not overall impact to the area previously approved/ordained for the entire area. This is Unacceptable.

## TRAFFIC / SAGE ROAD

- We continue to agree to donate 60-ft. ROW through property (3.8 acres). We have also agreed

that this will be a donation to the City regardless of the status of the project.

It is of little concern what Mr. Schulz' plans to donate to the City, as the impact of this entire development adversely impacts homeowners, current developments, traffic, noise and other negative situations, collectively and individually. This is Totally Unacceptable.

- We continue to agree to construct Sage Road Extension through the Schulz property to the southern boundary (in a phased manner with construction) if no other funding sources become available at the time it is needed for this development.

It is none of our concern what Mr. Schulz' funding sources have been or will be in the future. This PUD affects too many land and property owners to be a viable, positive addition to the area. This revision is Totally Unacceptable as it is vague and misleading! We do not condone smoke screen revisions or the original PUD.

- We agree to direct all future construction traffic and to encourage emergency vehicle traffic to access the site from Sage Road (to minimize sound along Country Club Road).

It is easy for Mr. Schulz, his financial partners, very few supporters, emergency vehicle traffic, the general contractor, engineers and construction companies to promise rerouted construction trucks and increased traffic to Sage Road at some point in the future, but there is no guarantee whatsoever that this would actually occur. Therefore, this 'revision' and everything connected to it is Totally Unacceptable.

## NEIGHBORHOOD ACTIVITY CENTER

- We have agreed that there will be no new commercial activity until such time as Sage Road is a completed connector road from Country Club Road to Dundee Road.

If there is no commercial activity until Sage Road is completed, this is a moot point as there doesn't appear to be a guarantee this will occur, either now, in the near or future. Therefore, this revision is Totally Unacceptable!

- We have agreed to reduce our Neighborhood Activity Center request to 40,000 SF (which is a reduction of 20% from 50,000 SF). The 40,000 SF will be restricted to appropriate uses associated with the Assisted Living Facility and Active Adult development.

There is absolutely no need for a 'Neighborhood Activity Center' of any size in this neighborhood area. Therefore, this revision is Unacceptable on all counts.

- We have agreed to restrict the maximum Neighborhood Activity Center SF **prior** to the Sage

Road connection to Dundee Road to 8,000 SF Outback Oasis-related, non-commercial improvements. In other words, if the improvements to the current Sage Road and the extension

are not completed, the remainder of the Neighborhood Activity Center will **not** be built.

Duplicate reply: There is absolutely no need for a Neighborhood Activity Center of any size in the surrounding neighborhood area. The PUD wants it for the residents of the Adult Living buildings and single family home developments within the properties only. Absolutely Unacceptable on all counts!

- We have also agreed to restrict the maximum neighborhood **retail** to 4,000 SF (or 10% of total).

There is no need for any commercial, retail, restaurants, spas, hotels (bed and breakfast) or or any such enterprise in the area. Mr. Schulz' proposed PUD is for his sole and only purpose to gain profits and wealth for himself, his investors and his family ONLY!

We have carefully reviewed the entire package on this proposed Schulz Future Land Use Map and attachments, as well as the 'Revisions' outlined above, with coordinating replies to each. We are totally amazed this development is supported by staff and others who do not live in our beautiful neighborhood and evidently don't appreciate what we know and love!

We live in a home at Hamilton Pointe whose previous owner was terribly affected by the traffic death of his son driving on the winding Country Club Road. The three young men who drove through a portion of the Schulz fence after a curve in the road a few years ago, is now decorated with crosses, flowers and ribbons. This memorial is visible to everyone driving north on the Schulz property line. We comment on it and say silent prayers to the families of those boys who innocently died there.

Do we really need to encourage more traffic incidents on Country Club Road, possibly losing more lives, so one person can benefit totally from this proposed development?

**Please do not allow the Schultz Property proposal to be granted.**

#### **Letter Postscript:**

**I worked for large real estate developers in San Diego for many years. I admit now that I am not proud that developers were given preferential treatment and projects were approved by local government officials, without any consideration for home and land owners in the immediate areas of the developments. I understand a bit more about these 'politics players' than some, but realize and request that you seriously consider your responsibility to do what is right for the masses which is the prevailing factor in this critical vote.**

**Charlie O'Connor**

Respectfully,

*/s/ Roger O'Connor and Charlie O'Connor*

Roger and Charlene O'Connor,  
Hamilton Pointe Homeowners



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Schultz Property Case numbers P-19-08 and P-19-09  
**Date:** Tuesday, January 29, 2019 7:41:03 AM

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Sent from my iPhone

Begin forwarded message:

**From:** gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)>  
**Date:** January 26, 2019 at 4:49:10 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Schultz Property Case numbers P-19-08 and P-19-09

Dear Mayer Dantzler:

I have read Mr Schultz's revised plans for his outback oases. I am still **OPPOSED** to the revised plan for the following reasons:

1. This new revision of his proposed development is still not consistent nor compatible with the surrounding area. Instead of 7.12 units per acre that he originally wanted, he is proposing 5.8 units per acre. This is far more dense than our current 2.87 units per acre. Thus it is still NOT consistent with the area.
2. The commercial land use is still not consistent with the area or comp plan. As you are well aware of, commercial land use has to intersect at two collector roads either existing or proposed (specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage Road is NOT an existing or proposed collector road. The existing Sage Road will NEVER be qualified unless the county or city purchases the right away to expand the road. There is nothing by the county nor city to do so. In fact the county nor the city have any plans nor funding to do so in the near future to do any work on Sage Road. The

2040 County Transportation plan does not have Sage Road as an existing need for expansion nor construction.

Please do not allow the Schultz property proposal to be granted

Thank you,

Gordon J. Rafool, MD

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Schultz Property Case numbers P-19-08 and P-19-09  
**Date:** Tuesday, January 29, 2019 7:41:04 AM

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Sent from my iPhone

Begin forwarded message:

**From:** gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)>  
**Date:** January 26, 2019 at 4:49:10 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Schultz Property Case numbers P-19-08 and P-19-09

Dear Mayer Dantzler:

I have read Mr Schultz's revised plans for his outback oases. I am still **OPPOSED** to the revised plan for the following reasons:

1. This new revision of his proposed development is still not consistent nor compatible with the surrounding area. Instead of 7.12 units per acre that he originally wanted, he is proposing 5.8 units per acre. This is far more dense than our current 2.87 units per acre. Thus it is still NOT consistent with the area.
2. The commercial land use is still not consistent with the area or comp plan. As you are well aware of, commercial land use has to intersect at two collector roads either existing or proposed (specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage Road is NOT an existing or proposed collector road. The existing Sage Road will NEVER be qualified unless the county or city purchases the right away to expand the road. There is nothing by the county nor city to do so. In fact the county nor the city have any plans nor funding to do so in the near future to do any work on Sage Road. The

2040 County Transportation plan does not have Sage Road as an existing need for expansion nor construction.

Please do not allow the Schultz property proposal to be granted

Thank you,

Gordon J. Rafool, MD



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Schultz property proposal  
**Date:** Wednesday, January 23, 2019 9:14:43 PM

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Sent from my iPhone

Begin forwarded message:

**From:** gjraf <[gjraf@aol.com](mailto:gjraf@aol.com)>  
**Date:** January 10, 2019 at 3:56:14 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Schultz property proposal

**I am adamantly opposed to the proposed development to the Schultz property. For the following reasons. :**

1. The proposed development is NOT consistent with the area. It is proposing 7.12 units per acre versus our current 2.87 units per acre which is 3 times more dense than anything in our area.
2. The commercial land use is not consistent with the area or comp plan. Commercial land use has to intersect at two collector roads either existing or proposed (Specifically Policy 1.3.5E of the Winter Haven Comp Plan). Sage road is not an existing or proposed collector road. The existing Sage Road will never be qualified unless the county purchases right away to expand the road and there is nothing on the county level to do so . The County does not have any plans or funding in the near future to do any work on Sage Road and the 2040 County transportation plan does not have Sage Road as an existing need for expansion or construction.

Please do not allow the Schultz Property proposal to be granted.

Thank you,

Gordon J. Rafool, MD

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Schulz Property  
**Date:** Tuesday, January 29, 2019 7:39:33 AM

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Sent from my iPhone

Begin forwarded message:

**From:** "[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)"  
<[davespowerequipment@verizon.net](mailto:davespowerequipment@verizon.net)>  
**Date:** January 28, 2019 at 7:19:22 AM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, JP Powell <[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject:** Schulz Property

Commissioners,

The purpose of this email is to go on record that we are **OPPOSED** to the revised Land Change/Zoning requests, Case numbers P-19-8 and P-19-9, by Mr. Paul Schulz. The primary reasons for our opposition are as follows:

1. The proposed development of 5.8 units per acre (a total of 400 units) is **MUCH GREATER** than the 2.87 average units per acre of the surrounding residential neighborhoods. 400 units ( 5.8 units per acre) is double that of the surrounding area and is in conflict with the City's Comprehensive Land Use Plan. The proposed density is **NOT COMPATIBLE** with the area.
2. The request allows for building heights of 55 feet, three stories. A 55 foot tall building is **NOT CONSISTENT OR COMPATIBLE** with the surrounding single family homes, with a maximum of two stories. A multi-floor Assisted Living building, housing dozens of residents, should be considered a COMMERCIAL structure/facility. It will require all of the commercial type services, i.e. dumpster garbage pick up, laundry services/pick up and delivery, food delivery/preparation etc., adding significant increased activity, noise and traffic congestion in a residential area. Neighborhood, residential development does not require any of these types of commercial services.
3. The request for a TOTAL of 40,000 square feet of Commercial development is **NOT CONSISTENT** with the residential area and **DOES NOT COMPLY** with the City's Comprehensive Land Use Plan. Currently there are no permitted Commercial uses in the area. The Outback Oasis is not zoned Commercial, but is simply a venue that is allowed to hold "special events", with considerable restrictions. The request for an 8,000 square foot Outback Oasis- related Neighborhood Activity Center to be built, PRIOR to the completion of the Sage Road connection to Dundee Road is **NOT ACCEPTABLE**. The existing zoning for Outback Oasis should remain as is with NO NEW new Commercial development permitted. The Neighborhood Activity Center is clearly commercial, to be built to further the Outback Oasis business interests/activities. Mr Schulz requested land use/zoning changes from Polk County in August of 2016. The request was to allow for a significant increase in the Events and to include commercial activities for Outback Oasis. The County

Commissioners did not approve the request based on inconsistencies with the County's Comprehensive Land Use Plan, incompatibility with the surrounding area, and the "unintended consequences of further commercial development" The request at that time was insignificant compared to Mr. Schulz current request!!!

Commercial land use must intersect at two collector roads either existing or proposed. Sage Road is neither an existing or proposed collector road and there are NO PLANS OR FUNDS to improve Sage Road from the Schulz property, connecting with Dundee Road. **IF THIS REQUEST IS APPROVED MR. SCHULZ CAN BUILD 400 UNITS AND 8,000 SQUARE FEET OF COMMERCIAL FACILITIES "BEFORE" SAGE ROAD IS CONNECTED TO DUNDEE ROAD. ANY** new development will require that Country Club Road be the ONLY ingress and egress to the development.

An additional, troubling concern is that Mayor Dantzler is voting on these requests. Mr. Dantzler has an interest in a large parcel of undeveloped property on Country Club Road, very close to the Schulz property. He spoke in favor of the request made by Mr. Schulz at the 8/16/2016 Polk County Commission meeting. Fortunately the request was denied!! If this current request is approved, Mr. Dantzler stands to gain a positive impact for potential development of the adjacent parcel. There is an appearance of a "conflict of interest" and our opinion is that Mr. Dantzler should recuse himself and **NOT VOTE** on these requests.

We are not against development. However the development MUST BE RESPONSIBLE, COMPATIBLE and CONSISTENT with the surrounding area and comply with the City's Comprehensive Plan and land use designations. An acceptable development plan, that meets those criteria is, a RESIDENTIAL DEVELOPMENT of no more that 207 units (3 units per acre) with **NO COMMERCIAL DEVELOPMENT.**

**IF** approved, this land use/zoning change would set a precedent for similar, high density developments on any undeveloped land parcels greater than ten acres along Country Club Road, effectively turning a beautiful residential area to Commercial!!!!

**Mike Rousch**

705 Heritage Dr. N.E.  
Winter Haven, Fl. 33881



**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Shultz project  
**Date:** Tuesday, January 29, 2019 7:40:07 AM

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Sent from my iPhone

Begin forwarded message:

**From:** Ann Duce <[annduce@yahoo.com](mailto:annduce@yahoo.com)>  
**Date:** January 27, 2019 at 2:49:46 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>  
**Subject:** Shultz project

I am in favor of the development proposed by Mr. Shultz. Much false info. has been printed and shared. After an extensive view of the property and proposed development plans, I feel this will be an ideal 55 plus community with much more than usual natural land included within the development and a focus on conservation and healthy outdoor activities for the residents. I live in the Gates of Lake Region and I foresee no problem with noise or unsightly buildings. Of course, traffic is always a concern, but that is related to the new development, Country Walk, and expansion of Crossroads as well as the normal influx due to growth. Thank you, Ann Duce, 304 Niblick Circle, Winter Haven, 33881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: Support Letter for Schulz Property Rezoning  
**Date:** Wednesday, January 23, 2019 8:46:11 PM  
**Attachments:** [20190122133609055.pdf](#)  
[ATT00001.htm](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Bill Christian <[om2@1234bi.com](mailto:om2@1234bi.com)>  
**Date:** January 22, 2019 at 2:28:44 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Cc:** Nat Birdsong <[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>, JP Powell  
<[jppowell@mywinterhaven.com](mailto:jppowell@mywinterhaven.com)>  
**Subject: Support Letter for Schulz Property Rezoning**

Dear Mayor Dantzler and others,

Please see the attached letter of support for the Schulz Property Rezoning.  
I am available at the numbers below if you have any questions.

Sincerely,

Bill Christian

Operations Manager

Bradco, Inc.

Office: 404-233-1676

Mobile: 770-601-1614 (Voice or Text)

Fax: 404-233-1685

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Cc:** [Mike Herr](#)  
**Subject:** Fwd: Thanks for your courage  
**Date:** Monday, February 04, 2019 5:04:50 PM

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Sent from my iPad

Begin forwarded message:

**From:** Peter Verrill <[pverrill@aol.com](mailto:pverrill@aol.com)>  
**Date:** February 4, 2019 at 4:36:37 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>  
**Subject:** Thanks for your courage

Dear Brad:

There are many of us in Hamilton Pointe that appreciate your courage, wisdom, and conviction in supporting the visionary project on Country Club Road. We appreciate you and the City Staff. Please pass that along.

*Peter*

Peter Verrill  
305 Hamilton Shores Dr. NE  
Winter Haven, FL 33881

**From:** [Brad Dantzler](#)  
**To:** [Vanessa Castillo](#)  
**Subject:** Fwd: VOTE NO on Case Nos. P-19-08 and P-19-09 for Incompatibility.  
**Date:** Tuesday, January 29, 2019 7:37:40 AM

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Sent from my iPhone

Begin forwarded message:

**From:** "[edcanvas@aol.com](mailto:edcanvas@aol.com)" <[edcanvas@aol.com](mailto:edcanvas@aol.com)>  
**Date:** January 28, 2019 at 10:32:04 PM EST  
**To:** Brad Dantzler <[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)>, Nat Birdsong  
<[nbirdsong@mywinterhaven.com](mailto:nbirdsong@mywinterhaven.com)>, William Twyford  
<[wtwyford@mywinterhaven.com](mailto:wtwyford@mywinterhaven.com)>, "[jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com)"  
<[jppowel@mywinterhaven.com](mailto:jppowel@mywinterhaven.com)>, Pete Chichetto  
<[pmchichetto@mywinterhaven.com](mailto:pmchichetto@mywinterhaven.com)>  
**Cc:** "[edcanvas@aol.com](mailto:edcanvas@aol.com)" <[edcanvas@aol.com](mailto:edcanvas@aol.com)>  
**Subject:** VOTE NO on Case Nos. P-19-08 and P-19-09 for Incompatibility.

Gentlemen,

Please vote no on Case Nos. P-19-08 and P-19-09 for Incompatibility. This construction will change the look and feel of the area and I am opposed to the construction proposed by Paul Schultz.

I own property @ Hamilton Pointe. It will directly affect me negatively as I am streetside. It will likely eliminate my view of the sunset. The construction and units will overuse the area. I am opposed to the building project.  
Thank you for listening.

Judy Bailey  
713 Heritage Dr. NE  
Winter Haven FL 33881



My name is Dr. Thomas Johnson, (if applicable) I also speak on behalf of my spouse  
My address is 407 Horseshoe Lane  
I have lived on this property for (time period) 14 years

RECEIVED JAN 25 2019

I oppose the request for development of this property.

The LAW:

The new development does not comply with the City's Comprehensive plan and Land Use Development Code,

- the proposed development is **NOT CONSISTENT** with the Comprehensive Plan
- there is **NO NEED** for the proposed plan amendment
- the proposed rezoning and permitted uses are **NOT COMPATIBLE** with development on surrounding property, nor do the applicant's attempts to achieve compatibility by limiting or buffering the commercial uses compatible

The FACTS:

- Surrounding property is residential, single family homes
- Currently no commercial uses on surrounding properties
- This higher density for the residential portion (assisted living facility, patio homes, townhomes, etc) and the commercial development/use destroys the residential tranquility of the area which is protected under the City's Comprehensive Plan
- Surrounding homeowners do not conduct large scale businesses in a Neighborhood Activity Center and an Assisted Living Facility, these uses operate 7 days a week into the evening hours (more than normal business hours) under the proposal.
  - Staff/employees increase traffic (transient, more traffic on a regular basis, more people than would be in a single family residence). Despite the staff findings that this additional traffic is below capacity for the road, it is inconsistent and incompatible with use of the road for residential purposes. The staff findings to not seem to consider the traffic increase during events in the evening and on weekends, which

is inconsistent and incompatible with the current use of the road. Not only are the trips increased by the development, but the time of day the trips occur are later in the evenings and on weekends. Homeowners don't host large scale events and parties every Saturday and Sunday on their residential property.

- Large commercial vehicles generally do not currently travel Country Club Road "CCR" (semi trucks for food and supplies would deliver multiple times DAILY for an operation of 400 units PLUS a neighborhood activity center, also necessitates increased large scale trash compacting and collection).

The winding and tree lined nature of CCR is not compatible with commercial activity to support this development. The type of vehicle and commercial use of larger vehicles was not considered in the staff findings as to traffic capacity and trip counts.

- Increase in medical vehicles because of the assisted living facility, the sirens are loud and the trucks themselves are loud.
- Commercial use increases NOISE, not only from events/conferences being allowed through the weekday and weekend evening hours, but from increase commercial activity on the property. Such uses do not occur at a person's private home.

Commercial landscaping and improvements will create constant noise that is louder than used at a single family home (ex: commercial grade lawn mowers and equipment, tree trimming). The noise generate by the commercial activities and assisted living facility are inconsistent and incompatible with the current plan and land use and zoning.

- The current recommended commercial uses (retail, restaurants, event venue and conference center) will be used to solicit visitors from outside the community which does not happen in a residential community. The event venue is designed to have hundreds of visitors from outside the neighborhood at one time, unlike a private residence.
- Proximity: Most of the surrounding residential properties can be measured in feet, less than ½ a mile away, from the proposed development, especially the commercial area near Country Club Road. Trees and/or green space does not limit or buffer commercial noise generated nor does it buffer or limit the

additional density both in resident's living there (an assisted living facility as proposed will be a LARGE building) and large numbers of people invited on the property on a regular basis for events and conferences and retail and dining experiences. Large numbers of people gathered for parties and events into the weekday evening hours and most of the weekend hours creates noise that is not consistent with residential use.

- A 55 foot tall building is not consistent or compatible with the surrounding single family residences (height maximum of 2 stories). A 55 foot tall building will be visible over the tree line and can be seen by all who pass. A 3 story building or even a 2 story building built for hundreds of residents will look like a hotel, not a residence and will be large enough to be seen from a distance. The same is true of a 40,000 square foot activity center designed for commercial uses – it will look like a commercial development not a residential development as currently zoned.
- There is no need for an assisted living facility to be placed in a residential neighborhood. It is not close in proximity to a hospital or medical services which would be necessary for an assisted living facility. There is no need for a Neighborhood Activity Center for commercial development and use in a residential neighborhood when alternative uses are within 5 miles (8 minute drive) from the proposed site and alternative uses are NOT within residentially zoned properties.
- Portions of Sage Road are owned by private parties (and not by the City or the applicant) so it is impossible for Sage Road to be used as a right of way until such time as the city or developer acquires these properties; therefore Sage Road should not be considered as part of this proposal. If and when Sage road can be legally used as a right of way to connect to the development, at that time and not before, should it be considered. Further, the staff findings that Sage Road will divert traffic trips off CCR should also not be considered at this time because Sage Road is not and cannot be built.
- Changing the zoning and land use to Residential Low Density and Neighborhood Activity Center is incompatible and inconsistent with the current zoning of Polk County Residential Low 1. The current average density of surrounding properties according to the planning

commission staff findings is 3 units per acre (although the staff did not include in its calculation the large estate homes surrounding the property, which makes their density calculations inflated). Assuming the staff findings are accurate (without consideration of large estate homes surrounding the area), 69 acres at 3 units per acre would result in a total of 207 units. Even this number of units is exaggerated, because it is conceded by all that not all of the 69 acres can be built upon because portions of the property are a landfill and not buildable. Even accepting the city's exaggerated estimates, 400 units (or 5.97 units per acre) is more than double the size of the current land use and zoning requirements and is therefore not consistent nor compatible with the current residential zoning and nature of the property. If you add the visitors and staff members who will regularly be on the property for commercial purposes, the increase is triple or even quadruple the current use. An Assisted Living Facility or Aging in Place Facility is a business not a residence and by necessity a higher density than residential single family homes.

#### CONCLUSION:

We are NOT against growth or economic development. We are FOR the city complying with their own development laws: the Comprehensive Plan and land use designations.

The proposed plan is inconsistent and incompatible with the Comprehensive Plan and the land use and zoning regulations and there is no need for this development.



# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Chichetto Peter Matthew</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>City of Winter Haven City Commission</i>	
MAILING ADDRESS <i>663 Horseshoe CT N</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
CITY <i>Winter Haven</i>	COUNTY <i>Polk</i>	NAME OF POLITICAL SUBDIVISION: <i>City of Winter Haven</i>	
DATE ON WHICH VOTE OCCURRED <i>January 28, 2019</i>		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

### APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Peter Chichetto, hereby disclose that on January 28, 2019:

(a) A measure came or will come before my agency which (check one or more)


Ordinance 0-19-08

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1-28-19  
Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

---

**DATE:** January 28, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director  
Eric Labbe, Planning Manager

**FROM:** Heather Reuter, Planner II

**SUBJECT:** **Ordinance O-18-18:** Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Residential-Low Density Future Land Use to two annexed parcels. **General Location:** Two vacant parcels located at the northeast corner of 21st Street, NW and Pearce Road. The area covered by this request is 23.3± acres; and

**Ordinance O-19-10:** Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Planned Unit Development zoning district to two annexed parcels. **General Location:** Two vacant parcels located at the northeast corner of 21st Street, NW and Pearce Road. The area covered by this request is 23.3± acres.

---

**BACKGROUND:**

Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust, applicant, requests the City assign Residential-Low Density Future Land Use and Planned Unit Development (PUD) zoning district to two annexed parcels located at the northeast corner of 21<sup>st</sup> Street, NW and Pearce Road. The parcels consist of 23.3± acres and are vacant. Annexation of the parcels occurred January 22, 2018. Case Numbers P-18-18 and P-18-19 for a 91-unit single-family subdivision were heard by the Planning Commission in February, 2018. The City Commission transmitted the request to assign Residential-Low Density Future Land Use to the Florida Department of Economic Opportunity (DEO) and other State and local agencies for a 30-day review period February 26, 2018. Pursuant to this review, concerns with respect to the validity of previously established noise contours adopted in the City's Airport Master Plan were raised. Due to these concerns, a new noise study was conducted, submitted to, and accepted by the Federal Aviation Administration.

Based on the accepted noise contours, the applicant proposes to amend his previous application by generally removing single-family lots from the 65dB noise contour, and thereby, preventing the construction of homes within the noise contour area. This results in the construction of a 71-unit single-family residential subdivision of standard construction. The proposed Future Land Use designation of Residential-Low Density permits between 2 and 10 units per acre. The proposed PUD, at 3.05 units per acre, is consistent with Policy 1.3.2, Residential-Low Density, of the City of Winter Haven Comprehensive Plan.

Impacts of a 71-lot single-family subdivision on public infrastructure are indicated in the table below.

Potable Water and Sewer					
Type of Infrastructure	Existing Capacity	Vested Demands	Potential New Demands	Remaining Capacity	
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Sewer (WWTP 2)	697,000 g/d	110,500 g/d	15,656 g/d	570,844 g/d	
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Type of Infrastructure	PM Peak-hour Capacity	Existing Trips	Vested Demands	Potential New Demands	Remaining Capacity
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Public Schools					
Type of Infrastructure	Existing Capacity*	Potential New Demands		Remaining Capacity	
Elementary (Garner)	238 seats	15 students		223 seats	
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\*Polk County School Board includes reserved seats in their availability numbers

Based on the expected demands, sufficient capacity is available for potable water, sanitary sewer, transportation, elementary school, and middle school. However, based upon current capacity and projected demand, Winter Haven High School has an insufficient number of student stations. The applicant must demonstrate available capacity prior to site plan approval.

As this is a Future Land Use Map amendment involving more than 10 acres, it was transmitted to the Florida Department of Economic Opportunity (DEO) and other State and local agencies for a 30-day review period February 26, 2018. DEO issued a letter April 4, 2018, indicating they had no comments or objections regarding this request. During this review period, concerns with respect to the validity of previously established noise contours adopted in the City's Airport Master Plan were raised. Due to these concerns, a new noise study was conducted, submitted to, and accepted by the Federal Aviation Administration November 29, 2018. Due to this delay, DEO issued a new extended adoption date of March 31, 2019.

## **SURROUNDING USES:**

Surrounding uses include 21<sup>st</sup> Street, NW and the Winter Haven Regional Airport to the north, single family residential uses to the east, Pearce Road and single family residential uses to the south, and 21<sup>st</sup> Street, NW, single family and multi-family residential uses, and the Winter Haven Regional Airport to the west.

## **COMPREHENSIVE PLAN:**

The proposed Residential-Low Density Future Land Use allows for residential densities between 2 and 10 dwelling units per acre. The petitioner's proposed 71-lot subdivision equates to approximately 3.05 units per acre and is consistent with the proposed Residential-Low Density Future Land Use. Additionally, the proposed PUD conditions help implement the following Comprehensive Plan goals, objectives, and policies:



- Future Land Use Policy 1.6.4- Shading and trees;
- Future Land Use Policy 1.6.6- Florida Friendly and drought tolerant landscaping;
- Transportation Policy 1.8.2- Right-of-way dedication;
- Transportation Policy 1.8.4- Internal streets designed for pedestrian convenience;
- Transportation Policy 2.2.2- Require pedestrian facilities in all new subdivisions;
- Water Supply Sub-Element Objective 2.1- Reduce potable water use for irrigation; and
- Conservation Objective 6.1- Energy efficiency

#### **NOTIFICATION:**

All public notification requirements for these requests were met.

#### **CONCLUSION:**

Based on the developed uses and densities of the surrounding area, the requested Residential-Low Density Future Land Use and PUD zoning district will allow for development of two vacant parcels that will complement existing uses in the surrounding area.

The surrounding subdivisions are developed at the densities listed in the table below.

<b>Subdivision</b>	<b>Density</b>
Eagles Landing	4.12 units per acre
Idylridge View	3.86 units per acre
Leisure Shores	3.50 units per acre
Lake View	1.5 units per acre

Sufficient capacity currently exists within both the potable water and sanitary sewer systems, upon 21<sup>st</sup> Street, NW, and at the elementary and middle schools. Winter Haven High School currently does not have sufficient capacity to serve this development. Should sufficient capacity continue to be unavailable at the time of site plan review, the School Board will look to adjacent high schools for available capacity as provided for in the inter-local agreement addressing public school concurrency. Should adjoining schools have insufficient capacity at the time of site plan review, the developer will have to phase the development or work out appropriate mitigation strategies with the School Board to proceed with the development.

#### **FINANCIAL IMPACT:**

There is no financial impact to the City with this request; however, upon development of the property the City would receive additional ad valorem and utility revenues in the future.

#### **PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its February 6, 2018 regular meeting, voted 6-1 to recommend approval of the request to assign Residential-Low Density Future Land Use. Seven (7) members of the public spoke regarding this request expressing concerns with density, traffic, buffering along Pearce Road and Lakeview Court, canal/drainage ditch access, airport operations, water pollution, and disturbance of wildlife on the property.

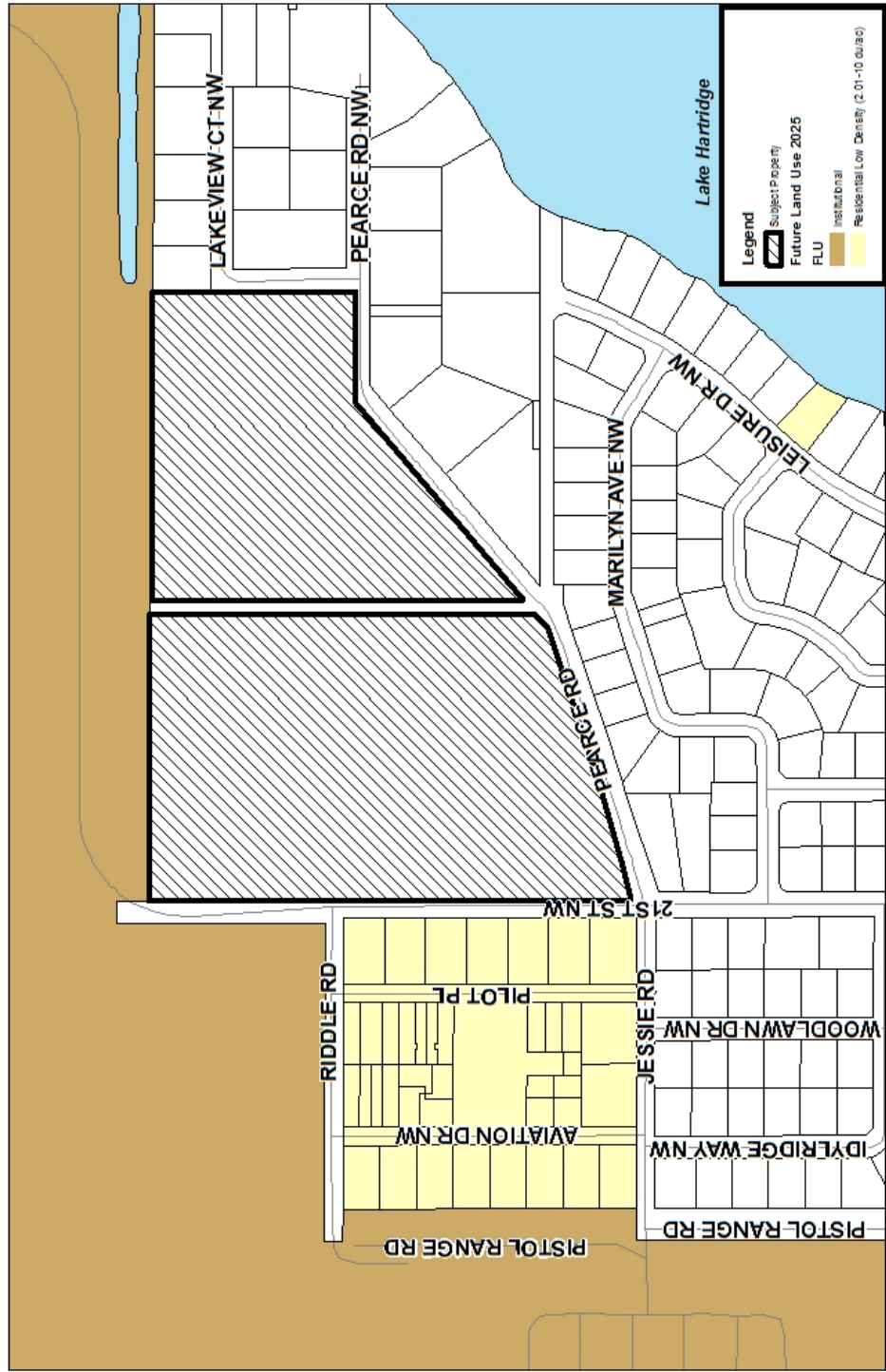
The Planning Commission, at its January 3, 2019 regular meeting, voted unanimously to recommend approval of the PUD zoning request. Seven (7) members of the public spoke regarding this request expressing concerns with traffic, buffering along Pearce Road and Lakeview Court, airport operations, validity of the accepted noise study, and density.

**RECOMMENDATION:**

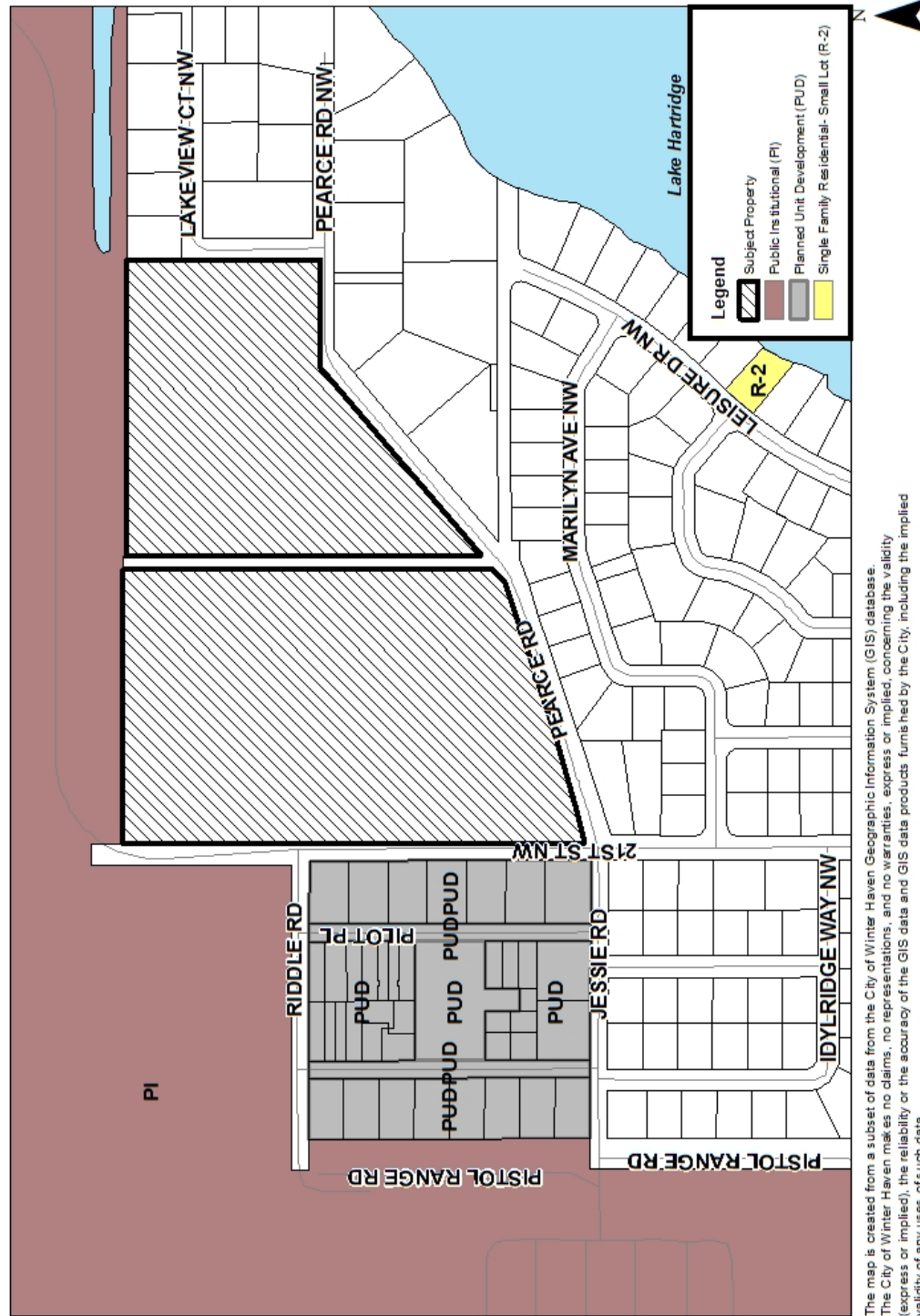
Staff recommends the City Commission approve Ordinances O-18-18 and O-19-10.

**ATTACHMENTS:**

Future Land Use Map  
Zoning Map  
Aerial Map  
Polk County Future Land Use Map  
2017 Noise Contours Over Subject Parcel  
Draft Conveyance and Release Agreement  
Ordinance O-18-18  
Ordinance O-19-10



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.





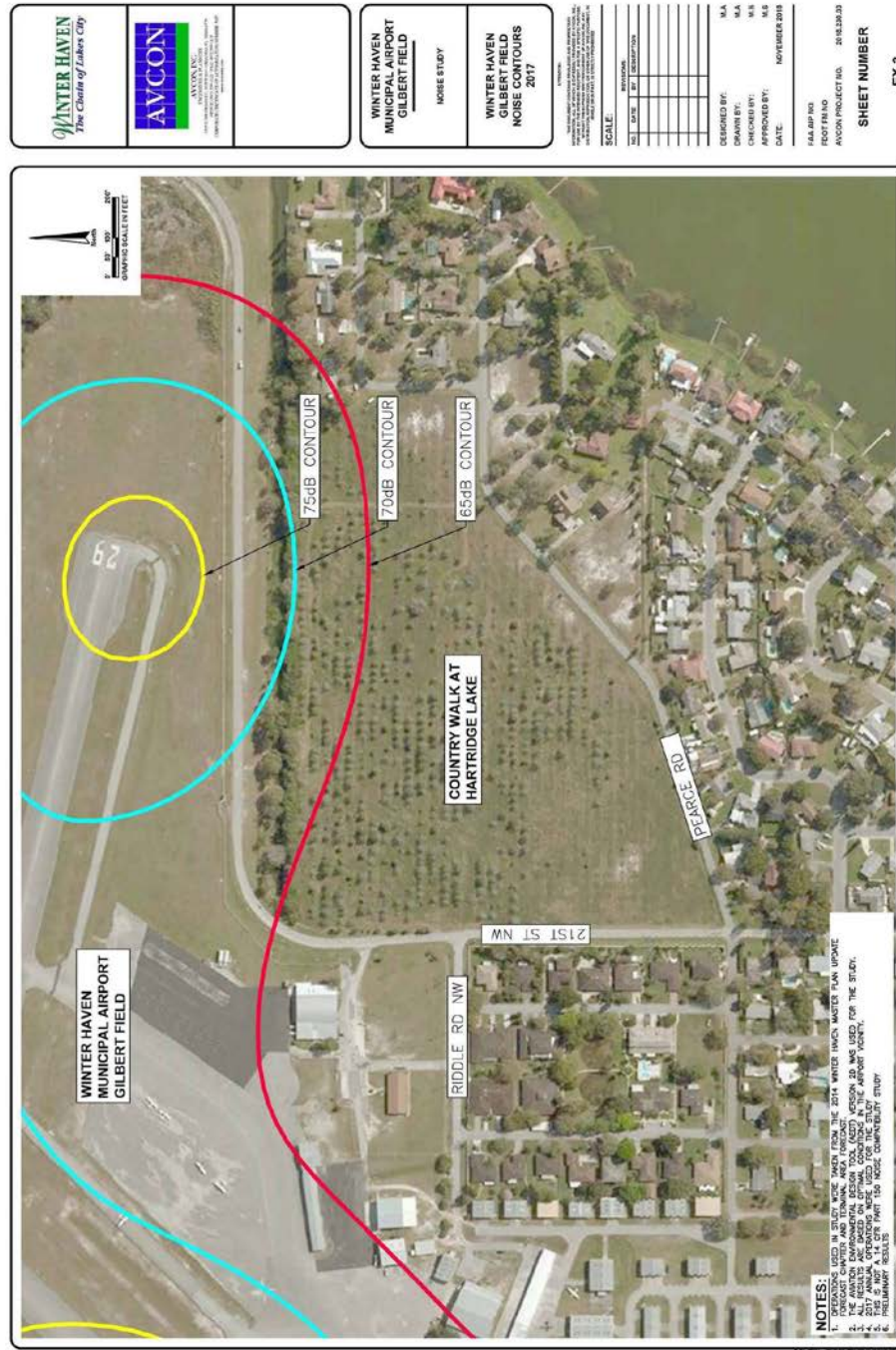


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**Figure 6-1**  
**2017 Noise Contours Over Subject Parcel**



**AVCON, INC.**  
5555 E Michigan Street, Suite 200 ♦ Orlando, FL 32822-2779 ♦ (T) 407.599.1122 (F) 407.599.1133

**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

RELEASE AGREEMENT ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of the CITY OF WINTER HAVEN, a municipal corporation organized and existing under the laws of the State of Florida, with a mailing address of 451 Third Street, N.W., Winter Haven, Florida 33881("City").

**W I T N E S S E T H:**

WHEREAS, City is the owner and operator of the Winter Haven Regional Airport located in City of Winter Haven, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in City of Winter Haven, Florida, as described on **Exhibit "A,"** attached hereto and made a part hereof (the "Property"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement by this reference.

2. In consideration of Property Owner's receipt from City of a payment of Ten Dollars (\$10) (the "City Payment"), Property Owner does hereby grant and convey to City, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Agreement, for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to City. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of City, its commissioners, officers, agents, servants, employees, lessees, successors, and assigns, and all persons and entities claiming through or under any of the foregoing (all of whom and which being hereinafter collectively referred to as "City"), until said Airport shall cease to be used for airport purposes.

3. Property Owner, for and in consideration of receipt of the City Payment, hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) City shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future



over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests, and invitees, and all persons and entities claiming through or under any of the forgoing (all of whom and which being hereinafter collectively referred to as "Property Owner") shall have no right to, and hereby waive and release all right to receive, any damages from City on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment, and communication, and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over or through the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release City of and from any and all claims, demands, debts, liabilities, and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. Property Owner hereby agrees that aircraft of any and all kinds now, or in the future using the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport, including the maximum theoretical use of the runways per the approved Airport Master Plan.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above, the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements, or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed, or remain on the Property, now or in the future.

(c) Property Owner agrees that City shall have the right to prevent the erection or growth upon the Property of any building or other structure, tree, or other vegetation, or any other object, whether natural or man-made, that might now or in the future extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. City may remove from said airspace, or at the sole option of City, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that City shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove,

mark, or light as an obstruction any such building, structure, tree, vegetation, or other such object, all at City's sole expense. Any such entry by City shall be at reasonable hours and with reasonable notice to Property Owner, and City shall remove any limbs, wood, or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity, or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whomever owned or operated.

5. It is agreed by and between Property Owner and City that the covenants, rights, privileges, and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by Property Owner and approved by the City of Winter Haven City Commissioners (hereinafter referred to as the "Governing Board"). If any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida, and venue shall be 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. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to City that Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. This Agreement shall become effective upon recordation in the Public Records of Polk County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport ceases to be used for airport purposes.

**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: PROPERTY OWNER, duly authorized to execute same, and CITY OF WINTER HAVEN, through its City Manager or the City Manager's authorized designee, authorized to execute same by Governing Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**PROPERTY OWNER**

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature  
Print Name

Dated: \_\_\_\_\_

**PROPERTY OWNER ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

(SEAL)

CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT

CITY

CITY OF WINTER HAVEN

(SEAL)

By: \_\_\_\_\_  
Mike Herr, City Manager

\_\_\_\_\_, 2019

ATTEST

\_\_\_\_\_  
Vanessa Castillo, MMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., B.C.S, Esquire  
City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Mike Herr as City Manager of the City of Winter Haven who is personally known to me.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)



**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**21<sup>st</sup> Street at Pearce Road Northwest**

S. T. R. Sub. Parcel

#07-28-26-528000-003020

#07-28-26-528000-004038

**Commence** at the Southwest Corner of Block "C" of the Revised Map of Lake View Subdivision as Recorded in Plat Book 3, Page 80 of the Public Records of Polk County, Florida; Thence Northerly, 13± feet along the West Boundary of said Block "C" to the **Point of Beginning**, said point being a point on the North Maintained Right-of-Way of Pearce Road Northwest as Recorded in Map Book 7, Page 96 of the Public Records of Polk County, Florida; Thence Northerly, 1060± feet along the West Boundary of said Block "C" to the Northwest Corner of the South, 202.4 feet of Lot-2 of said Block "C"; Thence Easterly, 660± feet along the Easterly extension of said North Boundary of the South, 202.4 feet of Lot-2 to a point on the West Boundary of Block "D" of aforesaid Revised Map of Lake View Subdivision; Thence Southerly, 7± feet along said West Boundary of Block "D" to the Northwest Corner of the South, 85.7 feet of Lot-3 of said Block "D"; Thence Easterly, 679± feet along said North Boundary of the South 85.7 feet of Lot-3 to the intersection of the East Boundary of the West – 679 feet of said Block "D"; Thence Southerly, 445± feet along said East Boundary of the West – 679 feet of Block "D", also being the West Right-of-Way of Lakeview Court Northwest as Recorded in O.R. Book 199, Page 526 of the Public Records of Polk County, Florida to the Intersection of the North Right-of-Way of Pearce Road Northwest as Recorded in Deed Book 933, Page 466 of the Public Records of Polk County, Florida; Thence Westerly, 248± feet along said North Right-of-Way to the Point of Intersection of the North Right-of-Way of Pearce Road Northwest as Recorded in Deed Book 933, Page 464 of the Public Records of Polk County, Florida; Thence Southwesterly, 650± feet continuing along Southwesterly extension of said North Right-of-Way of Pearce Road Northwest to the intersection of the North Maintained Right-of-Way of Pearce Road Northwest as Recorded in aforesaid Map Book 7, Page 96 of the Public Records of Polk County; Thence West-Southwesterly, 358± feet continuing along said North Maintained Right-of-Way of Pearce Road Northwest, being more or less parallel to the North Boundary Leisure Shores Subdivision as Recorded in Plat Book 46, Page 4 of the Public Records of Polk County, Florida; Thence West-Southwesterly, 265± feet continuing along said North Maintained Right-of-Way of Pearce Road to the **Point of Beginning**.

An area containing: 23.3 Acres more or less.

Based on information obtained from the deeds, plats and the Polk County Property Appraisers/GIS records.

Prepared and reviewed by the Engineering Division of the City of Winter Haven, (mm/jc) Tuesday, October 17, 2017

## **ORDINANCE NO. O-18-18**

AN ORDINANCE AMENDING ORDINANCE 11-03, THE 2025 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING RESIDENTIAL LOW FUTURE LAND USE TO TWO (2) ANNEXED PARCELS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: Two vacant parcels located at the northeast corner of 21st Street, NW and Pearce Road. The area covered by these requests is 23.3± 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 proposed amendment has been transmitted to, and returned from, the State of Florida in accordance with Chapter 163 of the Florida Statutes; 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.

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 designating that area as shown on Exhibit "A" as "Residential Low" 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 effective date of this plan amendment shall be: the date a final order is issued by the State Land Planning Agency (Department of Economic Opportunity's Community Planning and Development Office) 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 26<sup>th</sup> day of February, 2018.

PASSED on second reading this 11<sup>th</sup> day of February, 2019.

CITY OF WINTER HAVEN, FLORIDA

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MAYOR-COMMISSIONER

ATTEST:

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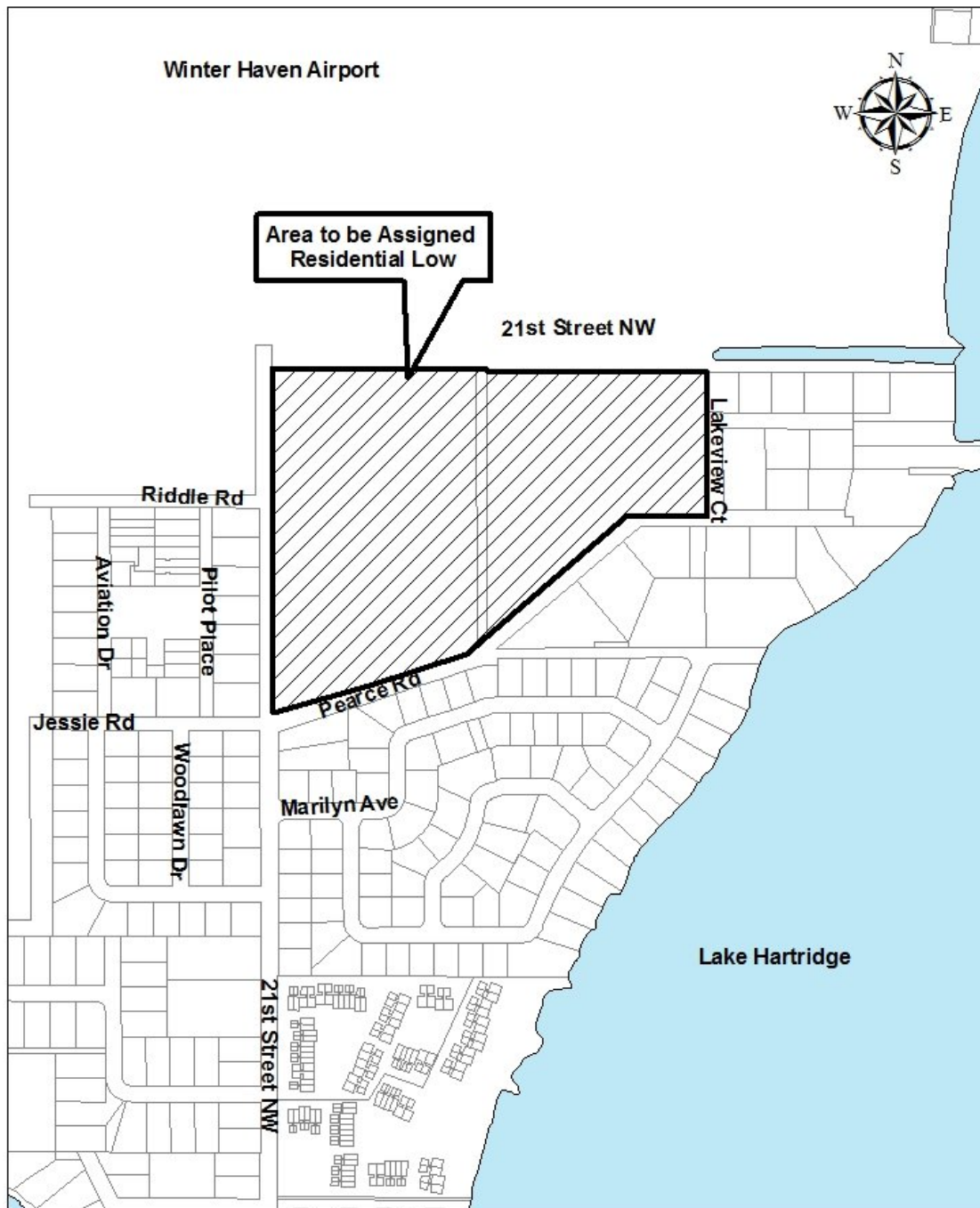
CITY CLERK

Approved as to form:

---

CITY ATTORNEY

Exhibit "A"





**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

---

**DATE:** January 28, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director  
Eric Labbe, Planning Manager

**FROM:** Heather Reuter, Planner II

**SUBJECT:** **Ordinance O-18-18:** Request by Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust to assign Residential-Low Density Future Land Use to two annexed parcels. **General Location:** Two vacant parcels located at the northeast corner of 21st Street, NW and Pearce Road. The area covered by this request is 23.3± acres; and

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**BACKGROUND:**

Raymond Bissett/Arthur M and Dorris J Bissett Revocable Trust, applicant, requests the City assign Residential-Low Density Future Land Use and Planned Unit Development (PUD) zoning district to two annexed parcels located at the northeast corner of 21<sup>st</sup> Street, NW and Pearce Road. The parcels consist of 23.3± acres and are vacant. Annexation of the parcels occurred January 22, 2018. Case Numbers P-18-18 and P-18-19 for a 91-unit single-family subdivision were heard by the Planning Commission in February, 2018. The City Commission transmitted the request to assign Residential-Low Density Future Land Use to the Florida Department of Economic Opportunity (DEO) and other State and local agencies for a 30-day review period February 26, 2018. Pursuant to this review, concerns with respect to the validity of previously established noise contours adopted in the City's Airport Master Plan were raised. Due to these concerns, a new noise study was conducted, submitted to, and accepted by the Federal Aviation Administration.

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Impacts of a 71-lot single-family subdivision on public infrastructure are indicated in the table below.

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Type of Infrastructure	Existing Capacity	Vested Demands	Potential New Demands	Remaining Capacity	
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As this is a Future Land Use Map amendment involving more than 10 acres, it was transmitted to the Florida Department of Economic Opportunity (DEO) and other State and local agencies for a 30-day review period February 26, 2018. DEO issued a letter April 4, 2018, indicating they had no comments or objections regarding this request. During this review period, concerns with respect to the validity of previously established noise contours adopted in the City's Airport Master Plan were raised. Due to these concerns, a new noise study was conducted, submitted to, and accepted by the Federal Aviation Administration November 29, 2018. Due to this delay, DEO issued a new extended adoption date of March 31, 2019.

#### **SURROUNDING USES:**

Surrounding uses include 21<sup>st</sup> Street, NW and the Winter Haven Regional Airport to the north, single family residential uses to the east, Pearce Road and single family residential uses to the south, and 21<sup>st</sup> Street, NW, single family and multi-family residential uses, and the Winter Haven Regional Airport to the west.

#### **COMPREHENSIVE PLAN:**

The proposed Residential-Low Density Future Land Use allows for residential densities between 2 and 10 dwelling units per acre. The petitioner's proposed 71-lot subdivision equates to approximately 3.05 units per acre and is consistent with the proposed Residential-Low Density Future Land Use. Additionally, the proposed PUD conditions help implement the following Comprehensive Plan goals, objectives, and policies:

- Future Land Use Policy 1.6.4- Shading and trees;
- Future Land Use Policy 1.6.6- Florida Friendly and drought tolerant landscaping;
- Transportation Policy 1.8.2- Right-of-way dedication;
- Transportation Policy 1.8.4- Internal streets designed for pedestrian convenience;
- Transportation Policy 2.2.2- Require pedestrian facilities in all new subdivisions;
- Water Supply Sub-Element Objective 2.1- Reduce potable water use for irrigation; and
- Conservation Objective 6.1- Energy efficiency

#### **NOTIFICATION:**

All public notification requirements for these requests were met.

#### **CONCLUSION:**

Based on the developed uses and densities of the surrounding area, the requested Residential-Low Density Future Land Use and PUD zoning district will allow for development of two vacant parcels that will complement existing uses in the surrounding area.

The surrounding subdivisions are developed at the densities listed in the table below.

<b>Subdivision</b>	<b>Density</b>
Eagles Landing	4.12 units per acre
Idylridge View	3.86 units per acre
Leisure Shores	3.50 units per acre
Lake View	1.5 units per acre

Sufficient capacity currently exists within both the potable water and sanitary sewer systems, upon 21<sup>st</sup> Street, NW, and at the elementary and middle schools. Winter Haven High School currently does not have sufficient capacity to serve this development. Should sufficient capacity continue to be unavailable at the time of site plan review, the School Board will look to adjacent high schools for available capacity as provided for in the inter-local agreement addressing public school concurrency. Should adjoining schools have insufficient capacity at the time of site plan review, the developer will have to phase the development or work out appropriate mitigation strategies with the School Board to proceed with the development.

#### **FINANCIAL IMPACT:**

There is no financial impact to the City with this request; however, upon development of the property the City would receive additional ad valorem and utility revenues in the future.

#### **PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its February 6, 2018 regular meeting, voted 6-1 to recommend approval of the request to assign Residential-Low Density Future Land Use. Seven (7) members of the public spoke regarding this request expressing concerns with density, traffic, buffering along Pearce Road and Lakeview Court, canal/drainage ditch access, airport operations, water pollution, and disturbance of wildlife on the property.

The Planning Commission, at its January 3, 2019 regular meeting, voted unanimously to recommend approval of the PUD zoning request. Seven (7) members of the public spoke regarding this request expressing concerns with traffic, buffering along Pearce Road and Lakeview Court, airport operations, validity of the accepted noise study, and density.

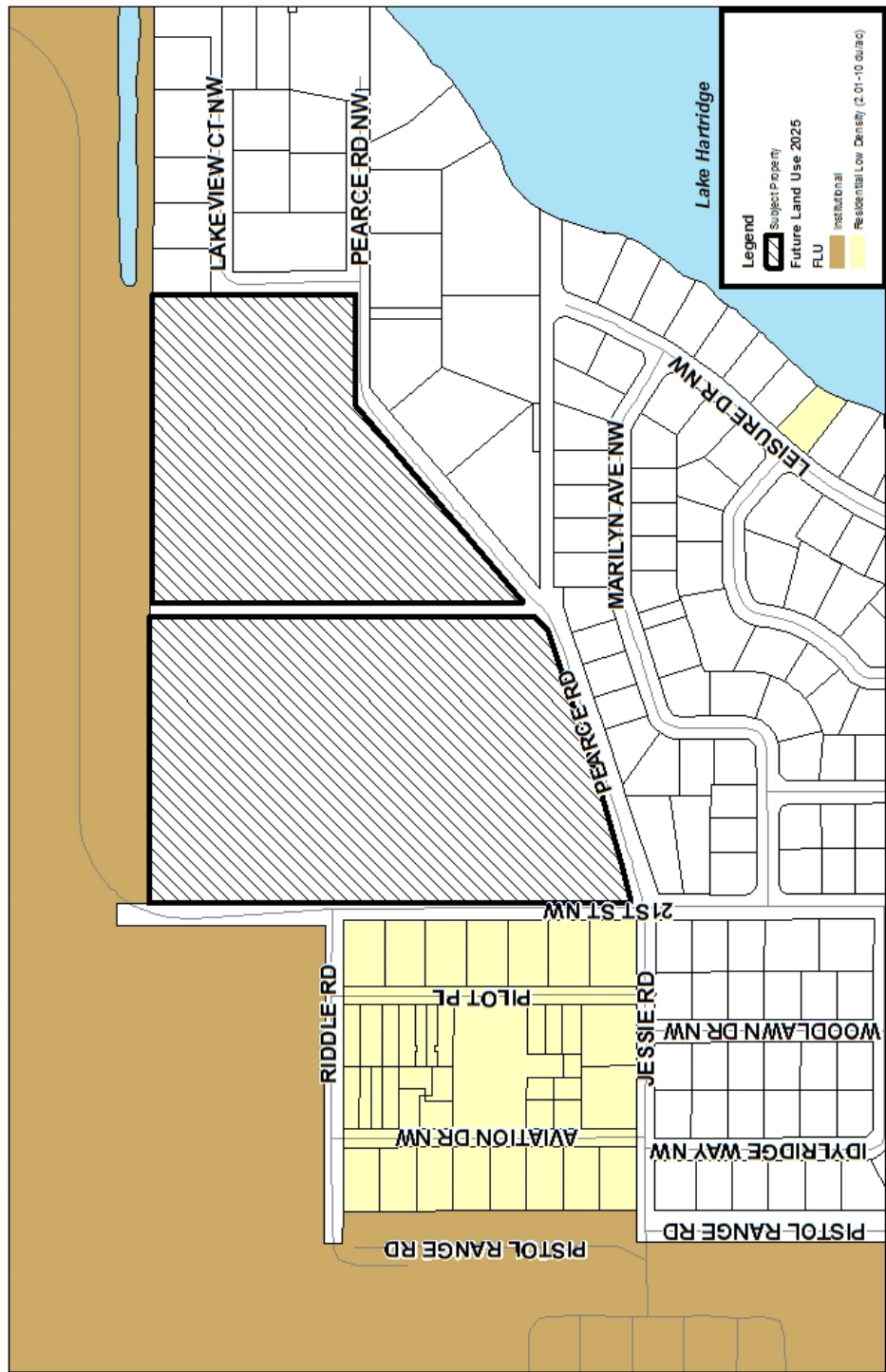
**RECOMMENDATION:**

Staff recommends the City Commission approve Ordinances O-18-18 and O-19-10.

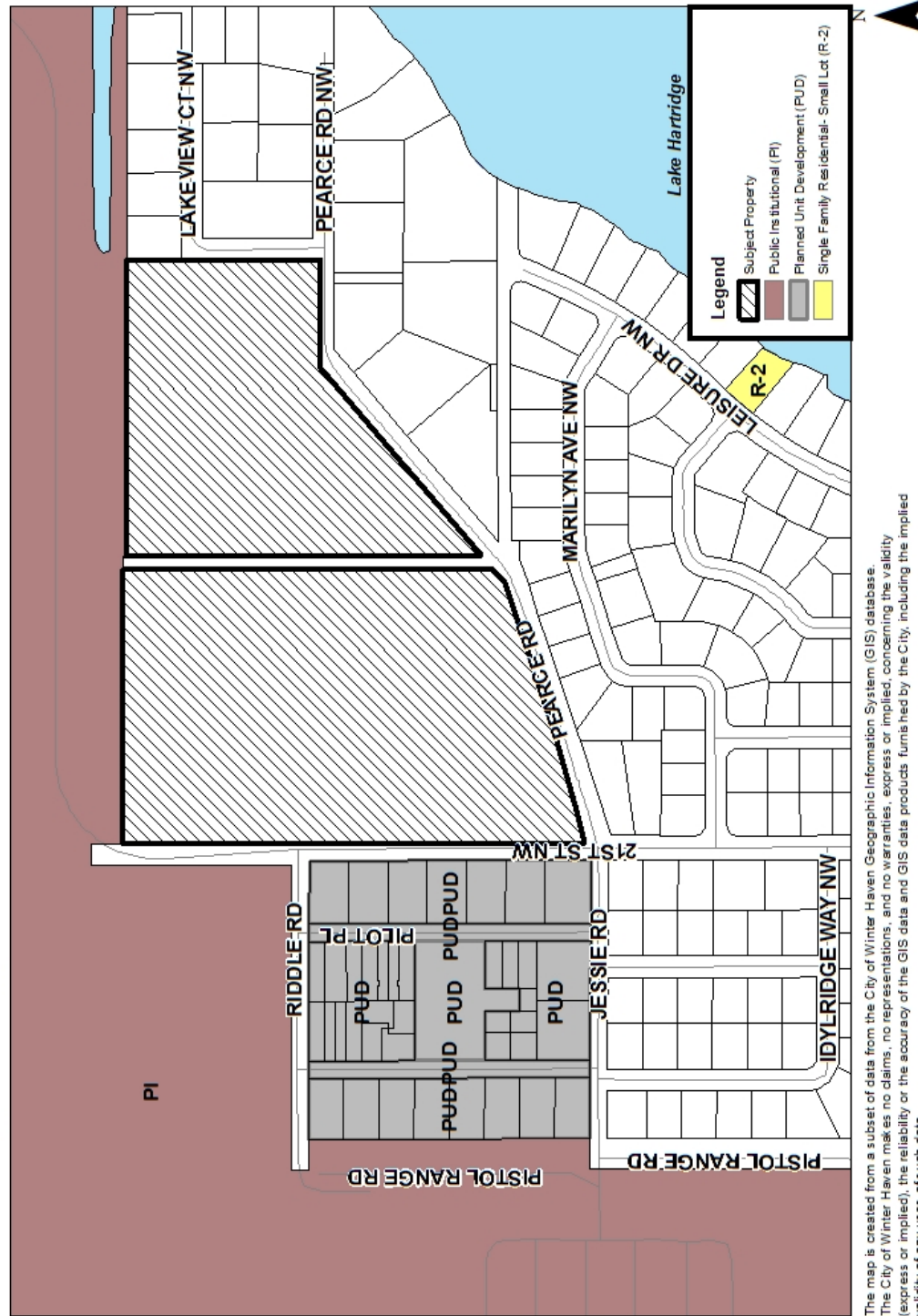
**ATTACHMENTS:**

Future Land Use Map  
Zoning Map  
Aerial Map  
Polk County Future Land Use Map  
2017 Noise Contours Over Subject Parcel  
Draft Conveyance and Release Agreement  
Ordinance O-18-18  
Ordinance O-19-10





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.







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.

26280700000011010

CITY

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262807528102002400

EAGLES LANDING

262807528000003020

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262807528000004041

LAKEVIEW SUBDIVISION

26280800000013080

LAKES

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RL-3

LEISURE SHORES

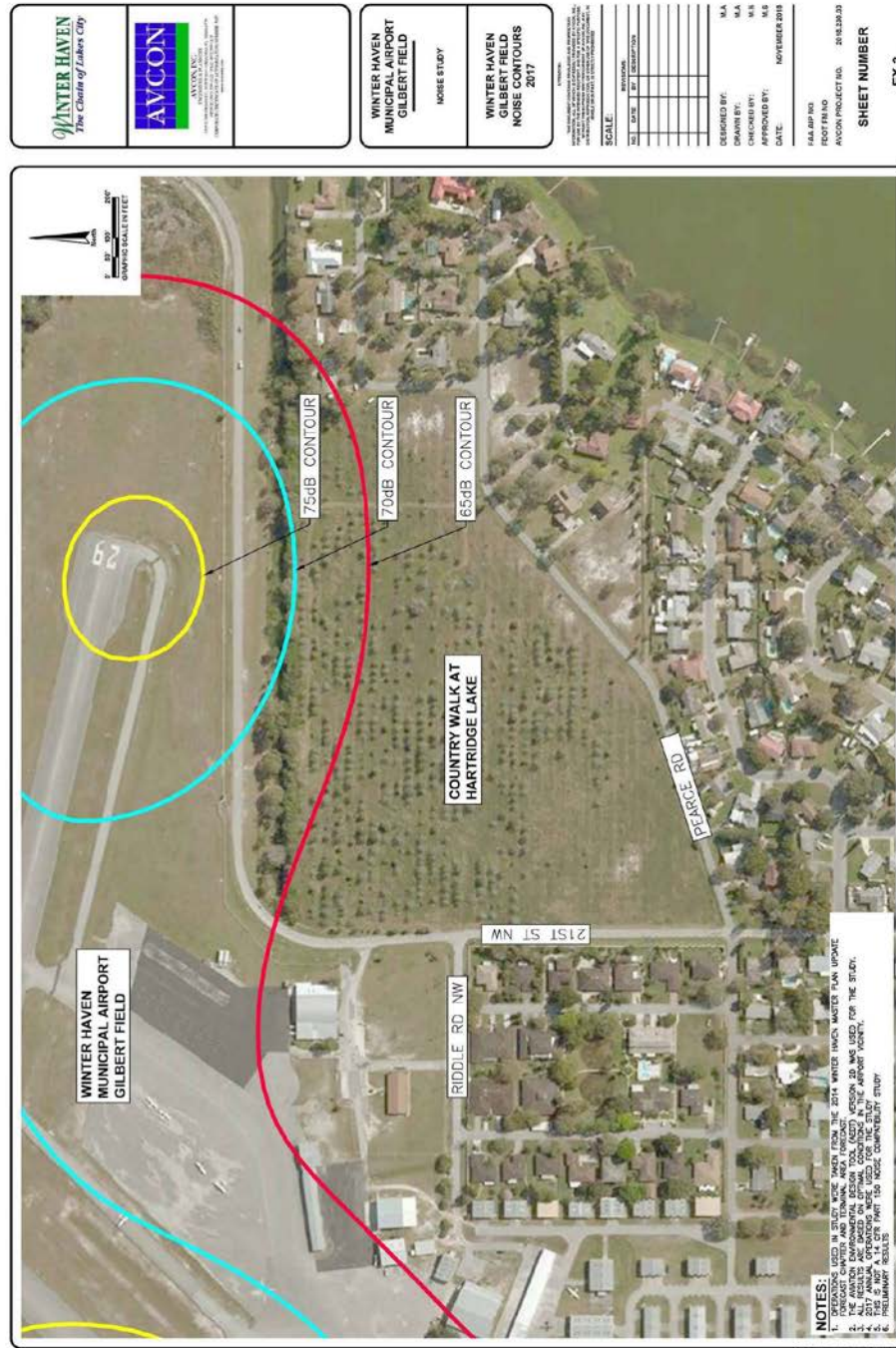
CASA DEL SOL COND VILLAGE PHASE 2

CASA DEL SOL COND VILLAGE PHASE 1

Esri, HERE, Garmin, INCR



**Figure 6-1**  
**2017 Noise Contours Over Subject Parcel**



AVCON, INC.  
5555 E Michigan Street, Suite 200 ♦ Orlando, FL 32822-2779 ♦ (T) 407.599.1122 (F) 407.599.1133

**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

RELEASE AGREEMENT ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of the CITY OF WINTER HAVEN, a municipal corporation organized and existing under the laws of the State of Florida, with a mailing address of 451 Third Street, N.W., Winter Haven, Florida 33881("City").

**W I T N E S S E T H:**

WHEREAS, City is the owner and operator of the Winter Haven Regional Airport located in City of Winter Haven, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in City of Winter Haven, Florida, as described on **Exhibit "A,"** attached hereto and made a part hereof (the "Property"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein and made a part of this Agreement by this reference.

2. In consideration of Property Owner's receipt from City of a payment of Ten Dollars (\$10) (the "City Payment"), Property Owner does hereby grant and convey to City, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Agreement, for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to City. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of City, its commissioners, officers, agents, servants, employees, lessees, successors, and assigns, and all persons and entities claiming through or under any of the foregoing (all of whom and which being hereinafter collectively referred to as "City"), until said Airport shall cease to be used for airport purposes.

3. Property Owner, for and in consideration of receipt of the City Payment, hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) City shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future

over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests, and invitees, and all persons and entities claiming through or under any of the forgoing (all of whom and which being hereinafter collectively referred to as "Property Owner") shall have no right to, and hereby waive and release all right to receive, any damages from City on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment, and communication, and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over or through the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release City of and from any and all claims, demands, debts, liabilities, and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. Property Owner hereby agrees that aircraft of any and all kinds now, or in the future using the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport, including the maximum theoretical use of the runways per the approved Airport Master Plan.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above, the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements, or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed, or remain on the Property, now or in the future.

(c) Property Owner agrees that City shall have the right to prevent the erection or growth upon the Property of any building or other structure, tree, or other vegetation, or any other object, whether natural or man-made, that might now or in the future extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. City may remove from said airspace, or at the sole option of City, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that City shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove,

mark, or light as an obstruction any such building, structure, tree, vegetation, or other such object, all at City's sole expense. Any such entry by City shall be at reasonable hours and with reasonable notice to Property Owner, and City shall remove any limbs, wood, or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity, or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whomever owned or operated.

5. It is agreed by and between Property Owner and City that the covenants, rights, privileges, and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by Property Owner and approved by the City of Winter Haven City Commissioners (hereinafter referred to as the "Governing Board"). If any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition, or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida, and venue shall be 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. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to City that Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. This Agreement shall become effective upon recordation in the Public Records of Polk County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport ceases to be used for airport purposes.



**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: PROPERTY OWNER, duly authorized to execute same, and CITY OF WINTER HAVEN, through its City Manager or the City Manager's authorized designee, authorized to execute same by Governing Board action on the \_\_\_\_ day of \_\_\_\_\_, 2019.

**PROPERTY OWNER**

Signed, sealed and delivered  
in the presence of:

Property Owner

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Signature  
Print Name

Dated: \_\_\_\_\_

**PROPERTY OWNER ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

(SEAL)

CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT

CITY

CITY OF WINTER HAVEN

(SEAL)

By: \_\_\_\_\_  
Mike Herr, City Manager

\_\_\_\_\_, 2019

ATTEST

\_\_\_\_\_  
Vanessa Castillo, MMC, City Clerk

Approved as to form:

\_\_\_\_\_  
Frederick J. Murphy, Jr., B.C.S, Esquire  
City Attorney

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Mike Herr as City Manager of the City of Winter Haven who is personally known to me.

Notary Public:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
(SEAL)

**CITY OF WINTER HAVEN  
CONVEYANCE AND RELEASE AGREEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

**21<sup>st</sup> Street at Pearce Road Northwest**

S. T. R. Sub. Parcel

#07-28-26-528000-003020

#07-28-26-528000-004038

**Commence** at the Southwest Corner of Block "C" of the Revised Map of Lake View Subdivision as Recorded in Plat Book 3, Page 80 of the Public Records of Polk County, Florida; Thence Northerly, 13± feet along the West Boundary of said Block "C" to the **Point of Beginning**, said point being a point on the North Maintained Right-of-Way of Pearce Road Northwest as Recorded in Map Book 7, Page 96 of the Public Records of Polk County, Florida; Thence Northerly, 1060± feet along the West Boundary of said Block "C" to the Northwest Corner of the South, 202.4 feet of Lot-2 of said Block "C"; Thence Easterly, 660± feet along the Easterly extension of said North Boundary of the South, 202.4 feet of Lot-2 to a point on the West Boundary of Block "D" of aforesaid Revised Map of Lake View Subdivision; Thence Southerly, 7± feet along said West Boundary of Block "D" to the Northwest Corner of the South, 85.7 feet of Lot-3 of said Block "D"; Thence Easterly, 679± feet along said North Boundary of the South 85.7 feet of Lot-3 to the intersection of the East Boundary of the West – 679 feet of said Block "D"; Thence Southerly, 445± feet along said East Boundary of the West – 679 feet of Block "D", also being the West Right-of-Way of Lakeview Court Northwest as Recorded in O.R. Book 199, Page 526 of the Public Records of Polk County, Florida to the Intersection of the North Right-of-Way of Pearce Road Northwest as Recorded in Deed Book 933, Page 466 of the Public Records of Polk County, Florida; Thence Westerly, 248± feet along said North Right-of-Way to the Point of Intersection of the North Right-of-Way of Pearce Road Northwest as Recorded in Deed Book 933, Page 464 of the Public Records of Polk County, Florida; Thence Southwesterly, 650± feet continuing along Southwesterly extension of said North Right-of-Way of Pearce Road Northwest to the intersection of the North Maintained Right-of-Way of Pearce Road Northwest as Recorded in aforesaid Map Book 7, Page 96 of the Public Records of Polk County; Thence West-Southwesterly, 358± feet continuing along said North Maintained Right-of-Way of Pearce Road Northwest, being more or less parallel to the North Boundary Leisure Shores Subdivision as Recorded in Plat Book 46, Page 4 of the Public Records of Polk County, Florida; Thence West-Southwesterly, 265± feet continuing along said North Maintained Right-of-Way of Pearce Road to the **Point of Beginning**.

An area containing: 23.3 Acres more or less.

Based on information obtained from the deeds, plats and the Polk County Property Appraisers/GIS records.

Prepared and reviewed by the Engineering Division of the City of Winter Haven, (mm/jc) Tuesday, October 17, 2017

## ORDINANCE NO. O-19-10

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO TWO (2) ANNEXED PARCELS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: Two vacant parcels located at the northeast corner of 21st Street, NW and Pearce Road. The area covered by these requests is 23.3± acres.)

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

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land, described in Exhibit "A" attached hereto and made a part of this ordinance, as Planned Unit Development (PUD) zoning district.

2. The assignment of Planned Unit Development (PUD) zoning to the parcels is subject to the following conditions:

A. Permitted Uses.

Uses shall be limited to a maximum of 71 detached single-family residential units and typical ancillary uses.

B. Building Standards. All development shall adhere to the following standards:

Building Standard			Requirement
Lot/Parcel Area			Minimum 6,000 square feet
Lot Width			Minimum 50 feet
Building Setback	Front	Living Area, Porch, or Side Entry Garage	Minimum 15 feet
		Front Entry Garage	Minimum 25 feet
	Corner Lot Side Street		Minimum 15 feet



	Side		Minimum 5 feet
	Rear		Minimum 20 feet
Building Height			2 Floors up to 35 feet above grade
Accessory Structures	Setbacks	Side	Minimum 3 feet
		Rear	Minimum 3 feet
	Area		Maximum 10% of lot area up to 750 square feet

## C. Landscaping.

1. A landscape buffer, a minimum of 10 feet wide, shall be provided along 21<sup>st</sup> Street, NW, Pearce Road, and Lakeview Court in accordance with the table below.

Type of Plantings	Number of Required Plantings per 100 Feet of Frontage
Overstory Tree	1
Understory Tree	3
Large Shrub	6
Small Shrub	0
Fence or Wall Requirement*	Maximum 6 feet with Columns up to 7 feet

\* A fence or a wall is optional.

2. A minimum of one tree shall be planted in the front and rear yard of each single-family lot at the time the house on the lot is constructed. Trees shall measure a minimum of 1¼ inches in caliper (DBH) and shall be one of the species contained in the table below. No one species shall be used for more than 33 percent of the required trees. Front yard trees shall be planted no further than 5 feet from the utility easement line and no closer than 5 feet from an underground water, sewer, reuse, or electric line; however, no tree shall be planted within a utility easement.

Permitted Tree		Permitted Yard
Common Name	Botanical Name	
Live oak	Quercus virginiana	Rear yard only
Shumard oak	Quercus shumardii	Front or rear yard
Sand live oak	Quercus geminata	Front or rear yard
Red maple	Acer rubrum	Front or rear yard
Sycamore	Plantanus occidentalis	Rear yard only
Sweetgum	Liquidambar styraciflua	Rear yard only
Pignut hickory	Carya glabra	Rear yard only
Scrub hickory	Carya floridana	Rear yard only
Florida elm	Ulmus americana var. floridana	Front or rear yard
Winged elm	Ulmus alata	Front or rear yard
Chinese elm	Ulmus parvifolia	Front or rear yard
Crape myrtle	Lagerstroemia indica	Front yard only
Tabebuia	Tabebuia chrysotricha	Front or rear yard

	Tabebuia heptaphylla Tabebuia impetiginosa	
Sand pine	Pinus clausa	Front or rear yard
East Palatka holly	Ilex attenuata	Front or rear yard
Chichasaw plum	Prunus angustifolia	Front or rear yard
Ligustrum tree	Ligustrum recurvifolium	Front yard only

Trees shall be installed by the homebuilder prior to issuance of a Certificate of Occupancy.

3. The use of turf grass shall be restricted to a maximum of 70% of the total landscaped areas. Remaining areas not being used as driveways, sidewalks, patios/decks, swimming pools, or accessory structures shall be in the form of mulched landscape planting beds or rain gardens. All turf grass shall be restricted to drought resistant varieties.
4. The use of Florida Friendly plantings shall be required.
5. All required landscape buffers shall be located within a common area tract or within a dedicated easement and shall be maintained by the homeowners' association or similar entity.

#### D. Signs.

1. Signs identifying the subdivision shall be limited to monument signs or wall signs totaling 32 square feet or less in area. Monument signs shall not exceed 6 feet in height.

#### E. Transportation.

1. For publicly maintained streets, the internal street right-of-way shall be a minimum of 50 feet in width. Internal roadway pavement shall be a minimum of 20 feet wide with a curb and gutter drainage system. Privately maintained streets may utilize a minimum 40-foot wide right-of-way; however, should privately maintained streets be utilized, the following note shall be placed on the subdivision plat:

"Notice: This subdivision contains private roadways owned and maintained by the lot owners of this subdivision. Maintenance of these roadways, including the pavement, sidewalks, drainage infrastructure, street lighting (including monthly electric usage charges), access gates, and signage shall be the responsibility of the homeowners' association, or in the absence of an association, the lot owners of record."

2. The developer shall dedicate sufficient right-of-way along 21<sup>st</sup> Street, NW to allow for 35 feet to the centerline of the right-of-way.

3. 4-foot sidewalks shall be installed along both sides of all internal streets. The sidewalks shall be installed by the homebuilder at the time the adjacent home is constructed and prior to the issuance of a Certificate of Occupancy. Sidewalks adjacent to common areas shall be installed by the developer prior to the City's final acceptance of subdivision infrastructure.
  4. A 6-foot sidewalk shall be installed along the subdivision's frontage with 21<sup>st</sup> Street, NW. This sidewalk shall be installed by the developer prior to the City's final acceptance of subdivision infrastructure. In lieu of providing a 5-foot sidewalk along Pearce Road, either a payment of a fee in lieu of determined by a valid contractor's bid or the installation of a 6-foot sidewalk along the west side of 21st Street, NW from Jessie Road to Riddle Road shall be required.
  5. Internal street lighting shall be installed at intervals no greater than one light per 350 linear feet of roadway. Street lighting shall utilize energy efficient cobra head light fixtures with cut-off luminaires. Street lighting installed at closer intervals, utilizing decorative light fixtures, or installed on privately maintained streets shall be maintained at the expense of the developer or homeowners' association. All street lighting shall be installed prior to the City's final acceptance of subdivision infrastructure.
  6. A single external street light shall be installed at the subdivision's intersection with 21<sup>st</sup> Street, NW. The streetlight shall utilize an energy efficient cobra head light fixture with a cut-off luminaire.
- F. All retention, landscaping, and recreation areas shall be owned and maintained by the developer or homeowners' association or similar entity.
- G. In lieu of the developer installing reclaimed water reuse lines throughout the development, a payment of a fee in lieu of shall be required. The fee in lieu of shall be used to extend reuse lines where applicable in the City of Winter Haven.
- H. School concurrency shall be reviewed at the time of site plan submittal. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.
- I. The following note shall be placed on the subdivision plat and in the subdivision deed restrictions:
- "Notice: This subdivision lies within 500 feet of the Winter Haven Regional Airport. Increased noise and low flying aircraft may be observed as a result of airport operations."

Given the proximity of the lands subject to this Ordinance to the Winter Haven Regional Airport, the Fee Simple Owner(s) of the lands that are the subject of this Ordinance shall be required to execute, deliver, and record a Conveyance and Release in a form and manner acceptable to the City providing for among other things an avigation easement over the lands that are the subject of the Ordinance in favor of the City. Said Conveyance and Release must be recorded in the Public Records of Polk County, Florida prior to the approval of a subdivision plat and must be disclosed in subdivision deed restrictions for conveyances of lots in the platted subdivision.

J. All development shall be in general conformance with the conceptual site plan attached as Exhibit "B."

K. All other code requirements, along with any and all applicable laws, rules, and regulations shall apply.

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

4. 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-18-18; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 28<sup>th</sup> day of January, 2019.

PASSED on second reading this 11<sup>th</sup> day of February, 2019.

CITY OF WINTER HAVEN,  
FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY



Exhibit "A"

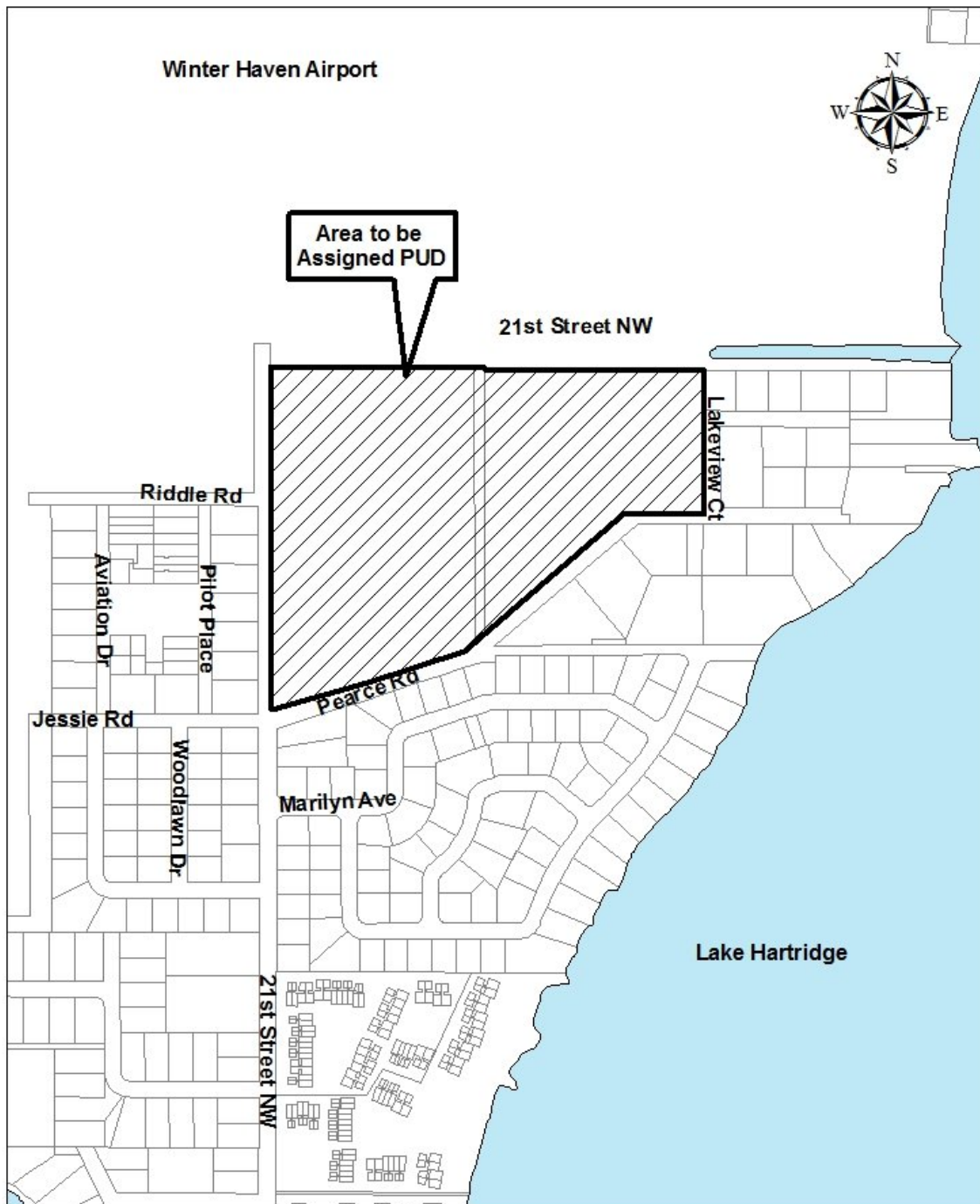
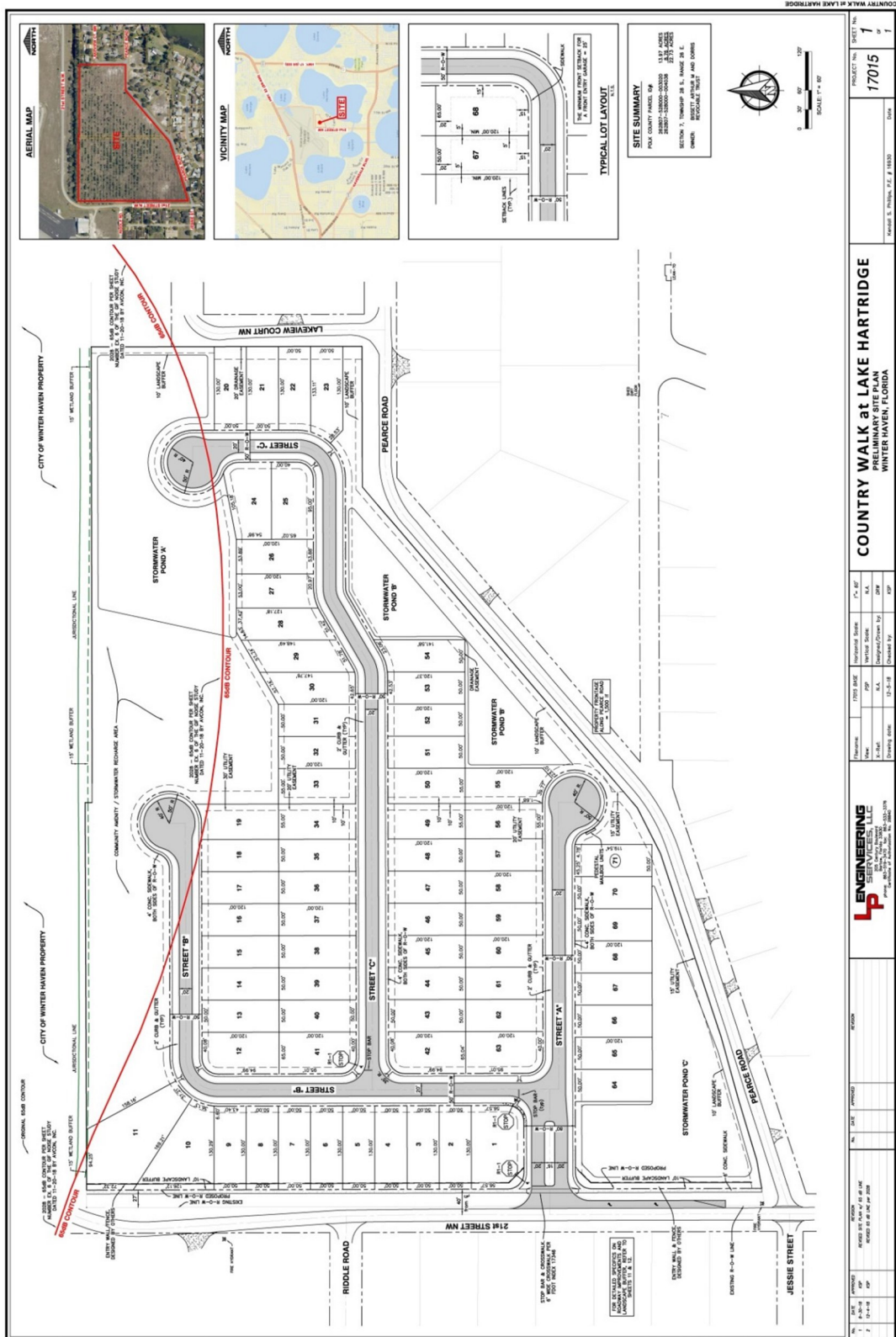


Exhibit "B"



**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**January 28, 2019**

---

**DATE:** January 7, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director  
Eric Labbe, Planning Manager

**FROM:** Heather Reuter, Planner II

**SUBJECT:** **Ordinance O-19-07:** Request by JSK Consulting to amend Planned Unit Development Ordinance O-18-56. **General Location:** One (1) vacant parcel and portions of two (2) vacant parcels generally located south of Eagle Lake Loop Road and west of Pollard Road. The area covered by this request is 53± acres.

---

**BACKGROUND:**

JSK Consulting requests the City amend Planned Unit Development Ordinance O-18-56 on one (1) parcel and portions of two (2) parcels to create a fee in lieu of option for installing reclaimed water reuse lines throughout the development. The subject area of the proposed PUD amendment contains 53± acres and allows for up to 205 single-family residential units of standard construction.

During site plan review of Phase One in October, 2018, the City of Winter Haven Utility Services Department determined a fee in lieu option for installing reuse lines would be a more practical alternative to the current requirement of installing them throughout the development. The City's reuse service area is neither currently available nor planned to extend to the subject area any time in the near future. A payment of a fee of in lieu of will allow reuse lines to be extended where applicable within the City of Winter Haven.

As the requested changes will not change the maximum development intensity of the subject area, there will be no additional impacts on supporting water, sewer, transportation, or public schools infrastructure.

**SURROUNDING USES:**

Surrounding uses include a citrus harvesting and outdoor storage facility, Eagle Lake Loop Road, and single-family residential uses to the north; single family residential uses to the west; CSX railroad, Pollard Road, and vacant land to the east; and single-family residential uses on large lots to the south.

**COMPREHENSIVE PLAN:**

The Residential-Low Density Future Land Use allows for residential densities between 2 and 10 dwelling units per acre. The requested PUD amendment remains consistent with the Residential-Low Density Future Land Use.

**NOTIFICATION:**

All public notification requirements for this request were met.

**FINANCIAL IMPACT:**

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

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its January 3, 2019 regular meeting, unanimously voted to recommend approval of this request. No members of the public spoke.

**CONCLUSION:**

The petitioner's request represents a minor revision to the current PUD addressing reclaimed water reuse lines and does not increase the development intensity of the site.

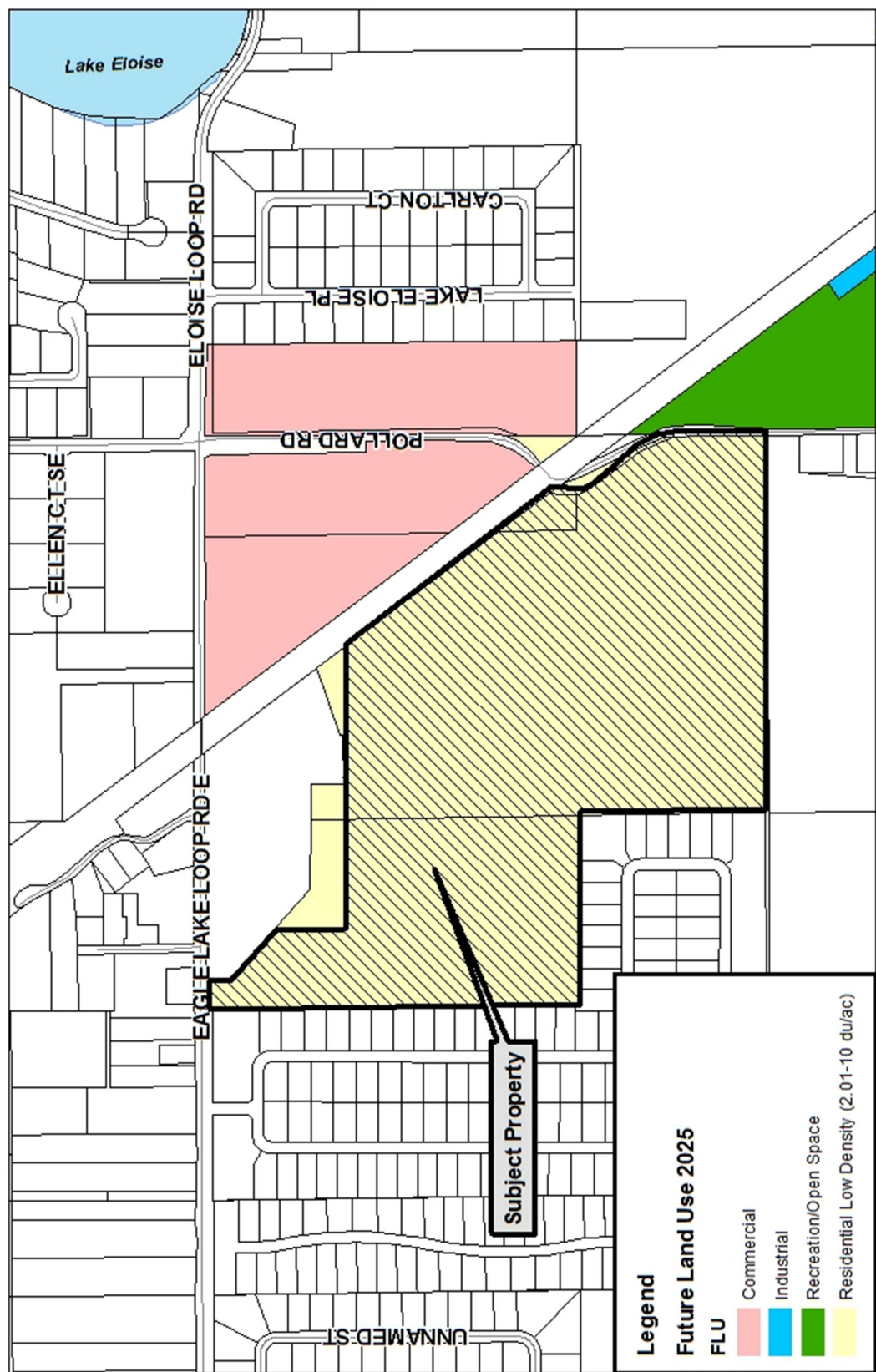
**RECOMMENDATION:**

Staff recommends the City Commission approve Ordinance O-19-07.

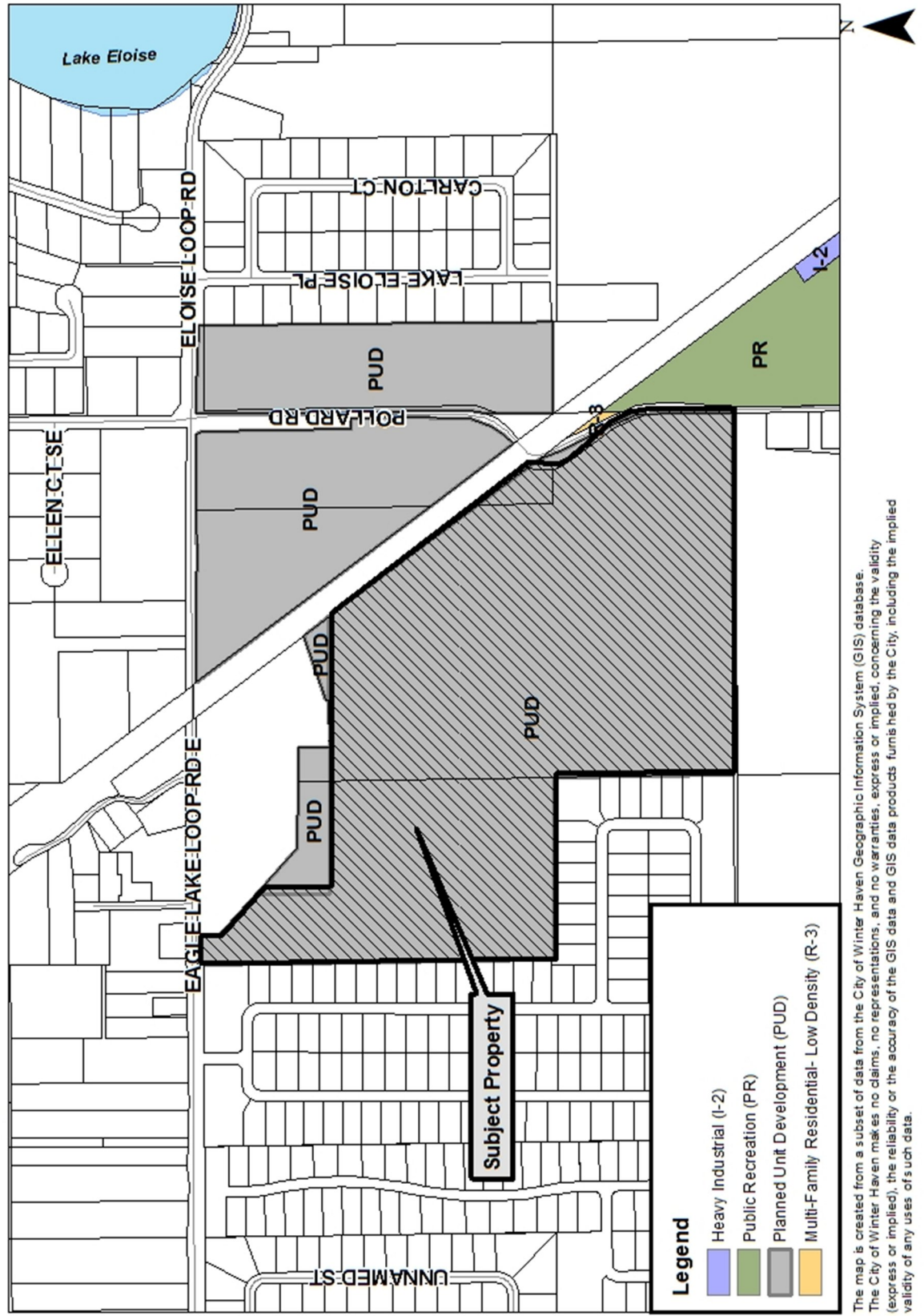
**ATTACHMENTS:**

Future Land Use Map  
Zoning Map  
Aerial Map  
Ordinance O-19-07

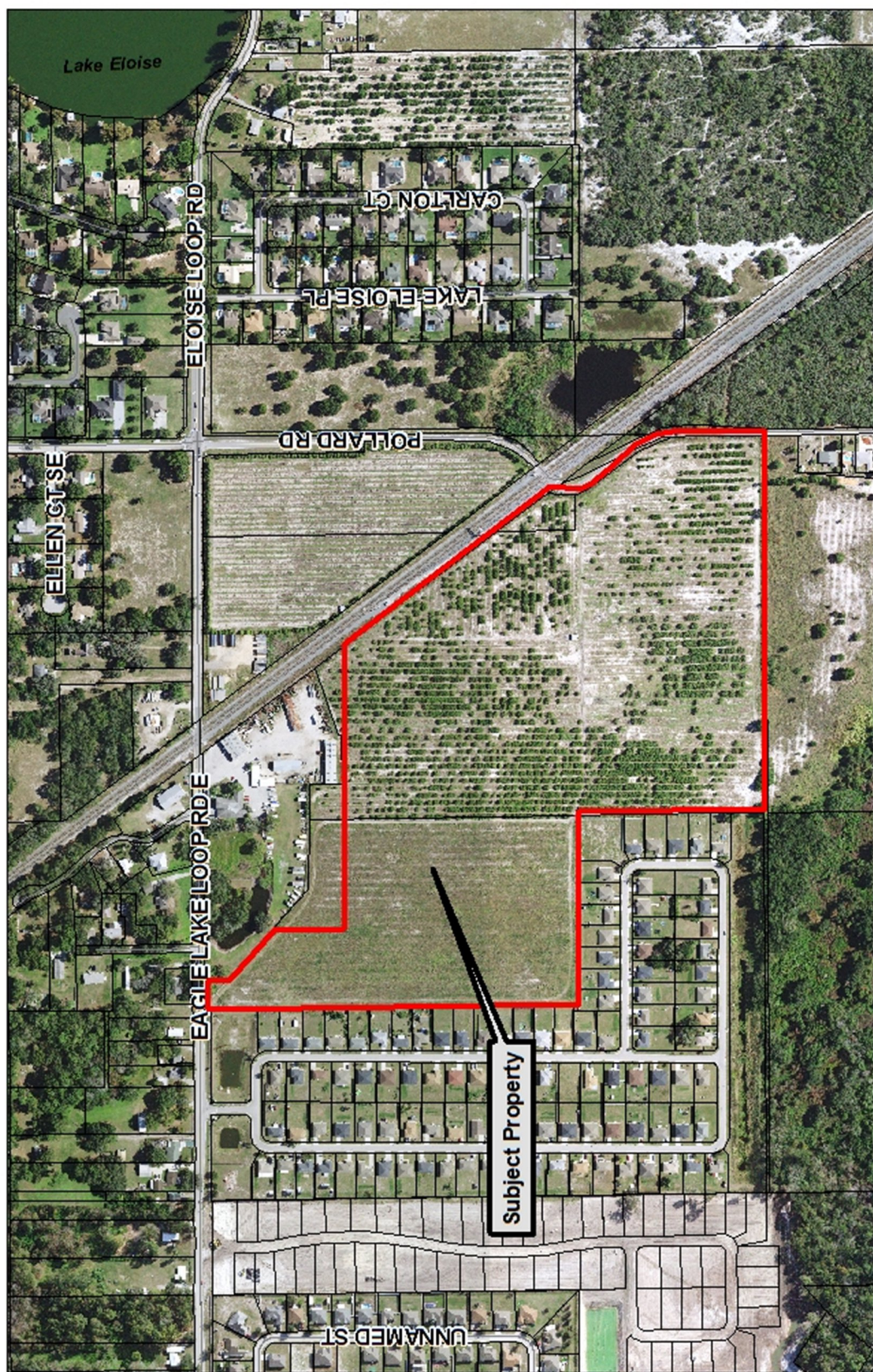




The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.







The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

## ORDINANCE NO. O-19-07

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE O-18-56; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: One (1) vacant parcel and portions of two (2) vacant parcels generally located south of Eagle Lake Loop Road and west of Pollard Road. The area covered by this request is 53± acres.)

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

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

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-18-56 as further described in Exhibit "A" attached hereto and made a part of this ordinance.

2. The amendment of Planned Unit Development Ordinance O-18-56 is hereby amended as follows:

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

### A. Permitted Uses.

Uses shall be limited to a maximum of 205 detached single-family residential units and typical ancillary uses.

### B. Building Standards.

1. Single-family residential units shall adhere to the following standards:

Building Standard			Requirement
Lot/Parcel Area			Minimum 6,000 square feet
Lot Width			Minimum 50 feet
Building Setback	Front	Living Area, Porch, or Side Entry Garage	Minimum 15 feet
		Front Entry Garage	Minimum 25 feet
	Street Side		Minimum 15 feet
	Side		Minimum 5 feet
	Rear		Minimum 15 feet
	Building Height		



Accessory Structures	Setbacks	Side	Minimum 3 feet
		Rear	Minimum 3 feet
	Area		Maximum 10% of lot area up to 750 square feet
Swimming Pools	Setbacks	Side	Minimum 3 feet
		Rear	Minimum 3 feet

## C. Landscaping.

1. A landscape buffer, a minimum of 10 feet wide, shall be provided along Eagle Lake Loop Road and Pollard Road in accordance with the table below.

Type of Plantings	Number of Required Plantings per 100 Feet of Frontage
Overstory Tree	1
Understory Tree	3
Large Shrub	6
Small Shrub	0
Fence or Wall Requirement*	Maximum 6 feet with Columns up to 7 feet

\*A fence or a wall is optional.

2. A landscape buffer, a minimum of 25 feet wide, shall be provided along the eastern boundary along the railroad line in accordance with the table below.

Type of Plantings	Number of Required Plantings per 100 Feet of Frontage
Overstory Tree	5
Understory Tree	10
Large Shrub	0
Small Shrub	0
Fence or Wall Requirement	Minimum 6 feet with Columns up to 7 feet

3. A minimum of one tree shall be planted in the front and rear yard of each single-family lot at the time the house on the lot is constructed. Trees shall measure a minimum of 1¼ inches in caliper (DBH) and shall be one of the species contained in the table below. No one species shall be used for more than 33 percent of the required trees. Front yard trees shall be planted no further than 5 feet from the utility easement line and no closer than 5 feet from an underground water, sewer, reuse, or electric line; however, no tree shall be planted within a utility easement.

Permitted Tree		Permitted Yard
Common Name	Botanical Name	
Live oak	Quercus virginiana	Rear yard only
Shumard oak	Quercus shumardii	Front or rear yard
Sand live oak	Quercus geminata	Front or rear yard
Red maple	Acer rubrum	Front or rear yard
Sycamore	Plantanus occidentalis	Rear yard only
Sweetgum	Liquidambar styraciflua	Rear yard only
Pignut hickory	Carya glabra	Rear yard only
Scrub hickory	Carya floridana	Rear yard only
Florida elm	Ulmus americana var. floridana	Front or rear yard

Winged elm	<i>Ulmus alata</i>	Front or rear yard
Chinese elm	<i>Ulmus parvifolia</i>	Front or rear yard
Crape myrtle	<i>Lagerstroemia indica</i>	Front yard only
Tabebuia	<i>Tabebuia chrysotricha</i> <i>Tabebuia heptaphylla</i> <i>Tabebuia impetiginosa</i>	Front or rear yard
Sand pine	<i>Pinus clausa</i>	Front or rear yard
East Palatka holly	<i>Ilex attenuata</i>	Front or rear yard
Chichasaw plum	<i>Prunus angustifolia</i>	Front or rear yard
Ligustrum tree	<i>Ligustrum recurvifolium</i>	Front yard only

Trees shall be installed by the homebuilder prior to issuance of a Certificate of Occupancy. Lots containing the buffer adjacent to the railroad tracks are not required to plant the rear yard tree.

4. The use of turf grass shall be restricted to a maximum of 70% of the total landscaped areas. Remaining areas not being used as driveways, sidewalks, patios/decks, swimming pools, or accessory structures shall be in the form of mulched landscape planting beds or rain gardens. All turf grass shall be restricted to drought resistant varieties.
5. The use of Florida Friendly plantings shall be required.
6. All required landscape buffers shall be located within a common area tract or within a dedicated easement and shall be maintained by the homeowners' association or similar entity.

#### D. Signs.

1. Signs identifying the subdivision shall be limited to monument signs or wall signs totaling 32 square feet or less in area per entrance. Monument signs shall not exceed 6 feet in height.

#### E. Transportation.

1. For publicly maintained streets, the internal street right-of-way shall be a minimum of 50 feet in width. Internal roadway pavement shall be a minimum of 20 feet wide with a curb and gutter drainage system. Privately maintained streets may utilize a minimum 40-foot wide right-of-way; however, should privately maintained streets be utilized, the following note shall be placed on the subdivision plat:

"Notice: This subdivision contains private roadways owned and maintained by the lot owners of this subdivision. Maintenance of these roadways, including the pavement, sidewalks, drainage infrastructure, street lighting (including monthly electric usage charges), access gates, and signage shall be the responsibility of the homeowners' association, or in the absence of an association, the lot owners of record."

2. The developer shall dedicate sufficient right-of-way along Eagle Lake Loop Road to allow for 40 feet to the centerline of the right-of-way.
3. The developer shall dedicate sufficient right-of-way along Pollard Road to allow for 30 feet to the centerline of the right-of-way.
4. 4-foot sidewalks shall be installed along both sides of all internal streets. The sidewalks shall be installed by the homebuilder at the time the adjacent home is constructed and prior to the issuance of a Certificate of Occupancy. Sidewalks adjacent to common areas shall be installed by the developer prior to the City's final acceptance of subdivision infrastructure.

5. A 6-foot sidewalk shall be installed along the subdivision's frontage with Eagle Lake Loop Road. This sidewalk shall be installed by the developer prior to the City's final acceptance of subdivision infrastructure. City Code requires a minimum 5-foot sidewalk along the development's frontage with Pollard Road. Due to the presence of a 3-track railroad crossing, a sidewalk in this location does not appear to be practical. The developer shall pay a fee in lieu of to be used for construction of sidewalks within the southeastern quadrant of Winter Haven. The fee shall be the average cost for 1,000 linear feet of 5-foot sidewalk as determined by the developer and the City at the time of site plan approval.
6. Internal street lighting shall be installed at intervals no greater than one light per 350 linear feet of roadway. Street lighting shall utilize energy efficient cobra head light fixtures with cut-off luminaires. Street lighting installed at closer intervals, utilizing decorative light fixtures, or installed on privately maintained streets shall be maintained at the expense of the developer or homeowners' association. All street lighting shall be installed prior to the City's final acceptance of subdivision infrastructure.
7. A single external street light shall be installed at the subdivision's intersection with Eagle Lake Loop Road and with Pollard Road. The streetlight shall utilize an energy efficient cobra head light fixture with a cut-off luminaire.
- F. All retention, landscaping, and recreation areas shall be owned and maintained by the developer or homeowners' association or similar entity.
- G. ~~The developer shall install reclaimed water reuse lines throughout the development. These lines shall be connected to the City's reclaimed water main when it becomes adjacent and available. Upon connection to reuse, the use of potable water for irrigation shall not be permitted. In lieu of the developer installing reclaimed water reuse lines throughout the development, a payment of a fee in lieu of shall be required to extend reuse lines where applicable in the City of Winter Haven. The fee shall be the average cost per foot for the installation of reclaimed water mains throughout the development based on the total linear feet of roadway within the development as determined by the developer and the City at the time of site plan approval.~~
- H. The development shall be connected to City sewer.
- I. School concurrency shall be reviewed at the time of site plan submittal. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.
- J. All development shall be in general conformance with the attached conceptual site plan attached as Exhibit "B".
- K. All other code requirements shall apply.

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

4. All ordinances in conflict herewith are hereby repealed.

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

INTRODUCED on first reading this 28<sup>th</sup> day of January, 2019.

PASSED on second reading this 11<sup>th</sup> day of February, 2019.

CITY OF WINTER HAVEN, FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

ATTEST:

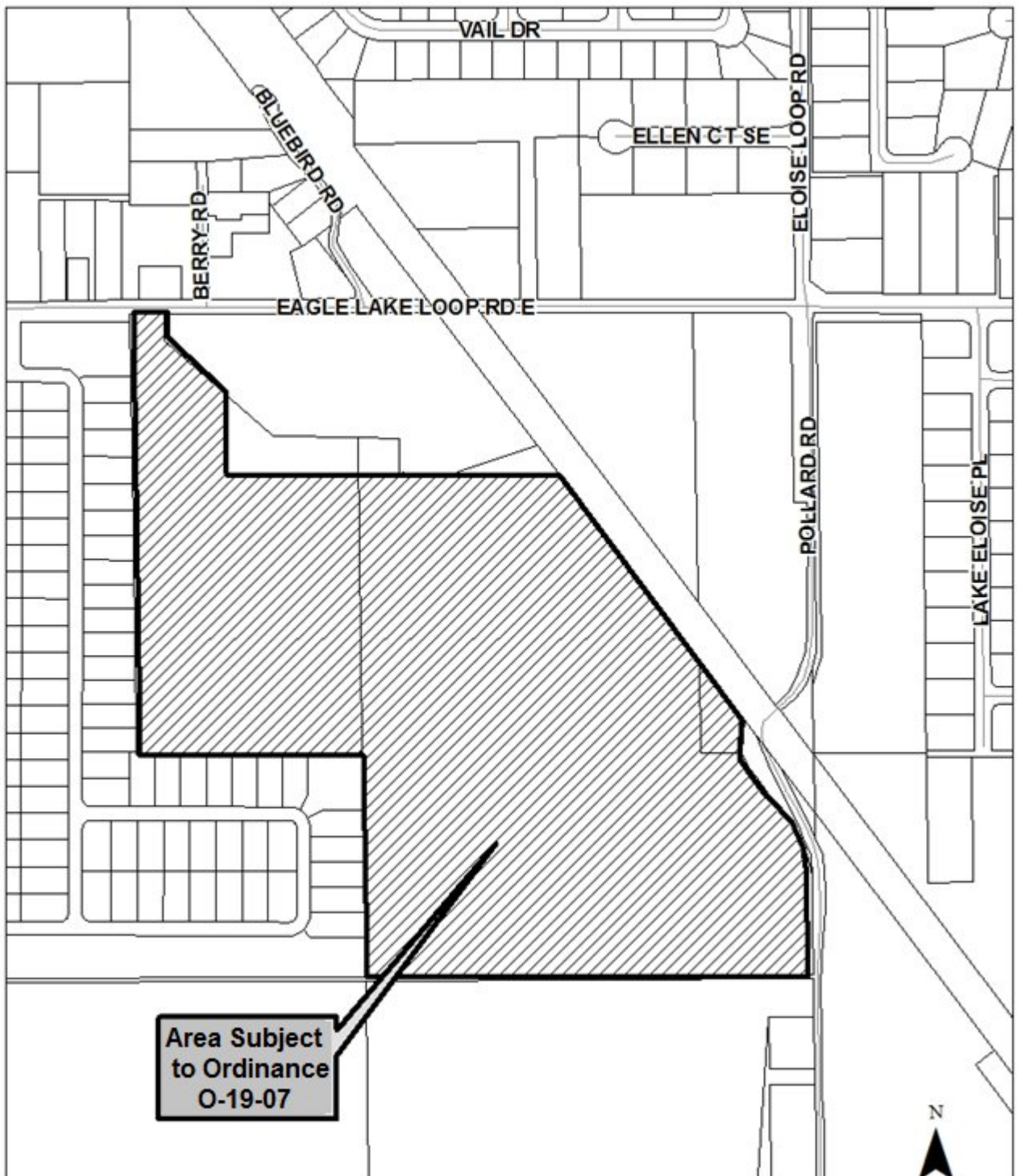
\_\_\_\_\_  
CITY CLERK

Approved as to form:

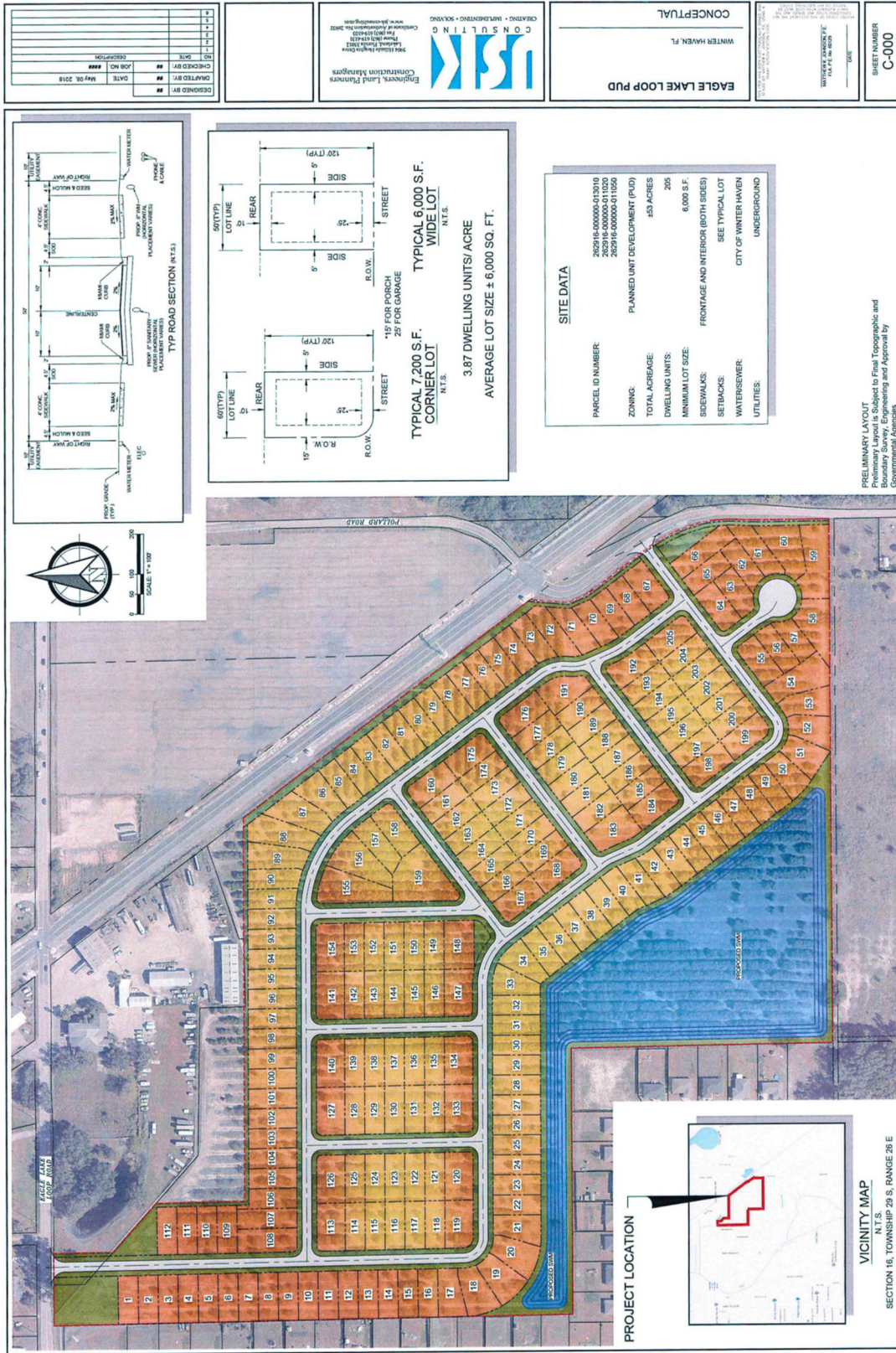
\_\_\_\_\_  
CITY ATTORNEY



Exhibit "A"



# Exhibit "B" Conceptual Site Plan



**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

---

**DATE** February 1, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
Michael Stavres, Assistant City Manager

**FROM:** Gary Hubbard, Utility Services Department Director  
Sarah Lieto, Customer Service Manager

**SUBJECT** Agreement for Termination of September, 2000 Florence Villa  
Neighborhood Revitalization Agreement

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**BACKGROUND:**

In September, 2000, the City of Winter Haven and Polk County entered into the Neighborhood Revitalization in the Florence Villa Area agreement (Contract# 00-012-HND) to construct and maintain infrastructure improvements in the unincorporated area of Florence Villa. As part of the agreement, the City agreed to pay impact fees for water and sewer service in exchange for the physical improvements completed by the County.

The terms of the original agreement have been met, but some of the provisions in the agreement could be interpreted as being open-ended since there was not a termination date included in the original agreement. Staff is concerned that the agreement could be interpreted as requiring the City to pay impact fees in perpetuity.

The proposed Agreement for Termination acknowledges that the terms of the original agreement have been met and terminates the original agreement.

**FINANCIAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Staff recommends the City Commission approve of the attached Agreement for Termination and authorize the Mayor to execute the agreement on behalf of the City.

**ATTACHMENTS:**

Agreement for Termination  
Original Interlocal Agreement between Polk County and Winter Haven (Note: This original agreement contains a scrivener's error on page 4 of the agreement with two 'Section I' paragraphs listed).



## **AGREEMENT FOR TERMINATION**

This AGREEMENT FOR TERMINATION (hereafter the “Agreement”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2019 (hereafter the “Effective Date”), by and between POLK COUNTY, a political subdivision of the State of Florida (hereafter referred to as the “County”), and the CITY OF WINTER HAVEN, a Florida municipal corporation (hereafter referred to as the “City”), in exchange for the covenants and consideration set forth herein, acknowledge and agree, as follows:

**§1. Recitals.** This Agreement is intended to memorialize the termination of the, *Interlocal Agreement between Polk County and City of Winter Haven for Neighborhood Revitalization in the Florence Villa Area of Winter Haven, Florida, Contract No. 00-012-HND* (hereafter referred to as the “Interlocal”), a copy of which is attached hereto as Exhibit “A” and made a part hereof by reference. As such, the material facts supporting the entry into this Agreement are, as follows:

- (a) The Effective Date of the Interlocal was September 12, 2000; and
- (b) The Interlocal did not prescribe a term limit or termination date; and
- (c) Pursuant to the Interlocal, the County constructed infrastructure improvement(s) for, amongst others, Phase 3 of the water and sewer improvements in and/or for unincorporated Florence Villa under BCI Project 948989; and
- (d) Pursuant to the Interlocal, in exchange for the County’s construction of certain infrastructure improvement(s), the City covenanted to pay the impact fee for water and sewer, from the City’s general revenues, on behalf of single-family residential property owners within a specific geographic area as identified within the Interlocal; and
- (e) County and City acknowledge that the Interlocal did not define the term(s) water and/or sewer impact fee(s); and
- (f) County and City acknowledge that, pursuant to the terms of the Interlocal, affected property owners shall be required to comply with all applicable law(s), regulation(s) and policies of the City with respect to the provision of utility service(s); and
- (g) County and City acknowledge and represent that, at some time after September 12, 2000, the public purpose and applicability of the provision(s) of the Interlocal became uncertain and/or are no longer applicable; and
- (h) Pursuant to Section IV of the Interlocal, the County and City have agreed to modify and terminate the Interlocal by entering into this Agreement; and
- (i) County and City acknowledge that this Agreement has been fairly negotiated by each party’s respective legal counsel and at arm’s length; and, as such, this Agreement shall be interpreted in accordance with the terms and condition(s) prescribed herein.



**§2. Incorporation of Recitals.** The foregoing recitals are incorporated herein by the parties as true and correct statements which form a factual and material basis for the entry into this Agreement between County and City.

**§3. Agreement.** In exchange for good and valuable consideration which is hereby acknowledged by the parties to this Agreement, the County and City agree to terminate the Interlocal (see Exhibit “A”) and therefore agree that the Interlocal shall be modified in order to terminate same. The termination of the Interlocal shall immediately take effect on the Effective Date of this Agreement.

**§4. Attorneys’ Fees.** In the event either party brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision prescribed herein, each party shall be responsible for its own attorneys’ fees and costs.

**§5. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida.

**§6. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. The County and City further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**§7. Representations and Warranties.** Each party signing this Agreement on behalf of County and City represents and warrants that he or she has read, understands and acknowledges any and all of the conditions, covenants, restrictions, and requirements as set forth herein.

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

**§9. No Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party.

**§10. Miscellaneous Provisions.**

**§10.1 – Entire Agreement.** The County and City agree that this Agreement, which operates to modify the Interlocal, sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters,

or other communications between the parties pertaining to the subject matter of this Agreement, whether written or oral.

**§10.2 – Headings and Captions.** Any section or paragraph headings appearing in this Agreement have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

**§10.3 – Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

**§10.4 – Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of this Agreement.

**§10.5 – Counterparts.** This Agreement may be executed by the parties in counterparts.

**§11. Duty to Cooperate and Act in Good Faith.** County and City acknowledge and agree that it is in their best interests to perform in strict accordance with the terms, covenants and conditions contained herein; and County and City shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

*[Rest of page intentionally left blank]*

IN WITNESS WHEREOF, the lawful representatives of the parties have executed this Agreement.

ATTEST:

STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
George M. Lindsey, III, Chairman  
Board of County Commissioners

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Attorneys' Office

ATTEST:

CITY OF WINTER HAVEN, a municipal  
Corporation of the State of Florida

\_\_\_\_\_  
Vanessa Castillo MMC, City Clerk

By: \_\_\_\_\_  
Brad Dantzler, Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Frederick J. Murphy, Jr., City Attorney

STATE OF FLORIDA     )  
                                      )  
COUNTY OF POLK        )

I, Richard M. Weiss, Clerk of the Circuit Court of Polk County, Florida, hereby certify that the Interlocal Agreement between Polk County and the City of Winter Haven for Neighborhood Revitalization in the Florence Villa Area of Winter Haven, Florida, which was approved by the Polk County Board of County Commissioners on September 12, 2000, was filed in this office on the 18th day of September 2000.

WITNESS my hand and official seal on this 18<sup>th</sup> day of September, 2000.

RICHARD M. WEISS  
Clerk of Circuit Court

By: Harriet L. Bell



FILED  
2000 SEP 18 PM 1:21  
CIRCUIT COURT CIVIL DEPT.  
POLK COUNTY CLERK



**Interlocal Agreement**  
**between**  
**Polk County**  
**and**  
**City of Winter Haven**  
**for**  
**Neighborhood Revitalization in the Florence Villa Area**  
**of Winter Haven, Florida**

**Contract # 00-012-HND**

INTERLOCAL AGREEMENT FOR INFRASTRUCTURE  
IMPROVEMENTS IN FLORENCE VILLA

This Interlocal Agreement is made by and between Polk County, a political subdivision of the State of Florida, by the Board of County Commissioners (hereinafter referred to as "COUNTY") and the City of Winter Haven, a political subdivision of the State of Florida (hereinafter referred to as "CITY") in order to facilitate neighborhood revitalization in the Florence Villa area of Winter Haven, Florida.

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, provides that local governmental units may cooperate with each other on a basis of mutual advantage to provide services and facilities and to exercise jointly any power, privilege, or authority which such agencies share in and which each might exercise separately; and

WHEREAS, in 1995, the COUNTY adopted and began to implement a Revitalization Plan for the unincorporated area of Florence Villa; and

WHEREAS, it is the COUNTY's desire to continue to facilitate neighborhood revitalization in the unincorporated area of Florence Villa; and

WHEREAS, the County Revitalization Plan provides for a substantial infrastructure improvements to be paid for by the County, including improvements to the City's water and sewer systems; and

WHEREAS, expenditure of public resources to provide affordable housing, including modification of impact fee requirements, has been recognized by the State of Florida; and

WHEREAS, it is anticipated by the County that the unincorporated area of Florence Villa will receive Neighborhood Revitalization Strategy Area (NRSA) designation from the United States Department of Housing and Urban Development, based upon meeting specific criteria including a high percentage of low and moderate income households; and

WHEREAS, in exchange for infrastructure improvements be made by the County, the City is willing to pay impact fees on behalf of single-family residence owners in the area; and

WHEREAS, the cost of improvements to the City's water and sewer system, to be paid for by the County, are significantly greater than the amount of impact fees anticipated to be paid by the City; and

WHEREAS, the parties hereto have determined that it would be in the mutual advantage of each and in the best interest of the citizens of both the unincorporated area and the incorporated area of Florence Villa to implement cooperatively such neighborhood revitalization and infrastructure improvements.

NOW, THEREFORE in consideration of the mutual advantages accruing to parties and the benefits, promises and considerations hereinafter set out, COUNTY and CITY do hereby agree as follows:

## I. PURPOSES AND INTENTS

COUNTY and CITY wish -

To maximize the use of their respective resources to cooperatively facilitate revitalization, by way of infrastructure improvement, in the unincorporated area of Florence Villa. The parties hereby readopt the above set forth recitals.

COUNTY wishes in the unincorporated area of Florence Villa to:

- \* Facilitate Neighborhood Revitalization in the unincorporated area of Florence Villa by:

Funding water, sewer, drainage and street improvements;  
Facilitating delivery of human services; and Facilitating an  
increase in affordable housing opportunities for residents; and

CITY wishes in the unincorporated area of Florence Villa to:

- \* Improve and upgrade its utility system, and ensure that County funded infrastructure improvements meet City and other applicable standards.
- \* In consideration of the County funded utility system improvements, foster affordable housing by paying for impact fees for single-family residence owners of the unincorporated area who desire to connect to the City's system.

## II. ROLE OF PARTIES

COUNTY and CITY shall maintain a cooperative relationship pursuant to this agreement.

### A. COUNTY's responsibilities shall be as follows:

1. To apply for the NRSA designation from the U.S. Department of Housing and Urban Development (HUD) for the unincorporated area of Florence Villa. The application shall be submitted with the Program Year 2000-2001 Action Plan.
2. To complete right-of-way acquisition and construction of Phases 1 and 2 of water and sewer improvements. To complete construction of Phase 3 of water and sewer improvements in the unincorporated area of Florence

Villa. The water and sewer system improvement shall be in accordance with the engineering construction plans prepared by Bromwell and Carrier, Inc. (BCI), under project number 948989, for all three phases. (County project number 00-012-HND). Said improvements will be constructed within public rights-of-way and/or public easements. Upon completion and acceptance of the improvements, the City will own, operate, and maintain same.

3. To encourage continued operation of programs to benefit children and youth in the Florence Villa Resource Center.
4. To encourage continued provision of Family Support Services in the Florence Villa Resource Center.
5. To continue to provide technical assistance to community based organizations to help them to obtain self sufficiency.
6. In constructing the improvements to the water and sewer system, the County shall comply with all applicable federal, state, and local laws, and regulations, and standards of the City, and shall also be responsible to procure any required permits.

B. CITY's responsibilities shall be as follows:

1. Upon completion and acceptance of the water and sewer infrastructure improvements, and at the request of individual property owners, the City shall provide water and/or sewer service to said property. The City shall pay the impact fee, from general revenues, on behalf of single-family residential property owners. The City's obligation to pay for impact fees shall be limited, solely, to single family residential units. Nothing herein shall be construed as creating a legal obligation on the part of the City to provide water and/or sewer service to any property, absent specific request of such owner(s). Further, any property owner desiring utility service shall be required to comply with all applicable laws, regulations, and policies of the City with respect to provision of such service.
2. To designate a CITY Public Works staff person to act as a liaison with COUNTY during construction of the infrastructure in the unincorporated area.

I. RULES AND REGULATIONS OF PARTIES

COUNTY and CITY each agree to abide by all laws, rules and regulations applicable to either party.



#### IV AMENDMENT

This Agreement may be amended by written agreement of the parties. A party requesting amendment of this agreement must propose such amendment in writing to the other party at least ninety (90) days prior to the proposed effective day of the amendment. If the amendment request impacts the COUNTY or CITY operating budget, it will not go into effect until at least the start of the next budget year unless another date is mutually agreed upon by both parties.

#### V ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing and signed by both parties.

#### VI EFFECTIVE DATE

This agreement shall become effective upon approval by both parties and filing with the Clerk of the Circuit Court for Polk County,

IN WITNESS WHEREOF the parties have executed this Agreement by the authorized officials on the dates as indicated below.

THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS has approved this Interlocal Agreement at its meeting held on the 12 of September, 2000.

Signed by the Chairman of the Polk County Board of County Commissioners this 12 day of September, 2000.

Attest  
Richard M. Weiss, Clerk

Freda L. Wade  
Deputy Clerk

Polk County, Florida  
Board of County Commissioners

Bruce L. Parker  
Bruce L. Parker, Chairman

Date: 9/12/00

The City of Winter Haven has approved this Interlocal Agreement at its meeting, the 12th day of June, 2000.

Reviewed as to form and legal sufficiency

James W. Smith 9-12-00  
County Attorney's Office Date

Signed by the Mayor of the City Commission of the City of Winter Haven, this 16<sup>th</sup> day of June, 2000.

Attest:

City of Winter Haven

Sarah Lee Sumate  
Clerk

Samuel M. ...  
Mayor

Date: 6/16/00

**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

---

**DATE** February 1, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager

**FROM:** Gary M. Hubbard, Utility Services Department Director

**SUBJECT** Task Order with Jones Edmunds for Pollard Road Water Main Design and Permitting

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**BACKGROUND:**

It is anticipated that the area around Wastewater Treatment Plant No. 3 on the south side of Winter Haven will be a focal point for future water supplies. This area has been identified as Winter Haven's connection point for water from the Polk Regional Water Cooperative and there is also the potential of constructing a new water plant in this location that could produce future water supplies. It is also anticipated that growth and development in this area will increase.

The proposed project would design and permit 6,500 feet of new 16 inch water main extending from the Wastewater Treatment Plant No. 3 area and connect with existing water mains at Eagle Lake Loop Road. This connection would provide for a looped system for this area while also providing conveyance for future water supplies.

The proposed project will be designed, permitted and constructed in conjunction with the reclaimed water interconnect and force main projects that are currently under design along this same route. This will result in significant cost savings for both design and construction.

This work will be performed under the Master Continuing Services contract awarded to Jones Edmunds as part of RFQ-13-49. The estimated construction cost of \$910,000 is within acceptable limits to meet requirements of the Competitive Consultants Negotiation Act (CCNA).

**FINANCIAL IMPACT:**

The proposed design, permitting and survey work will cost \$45,000. Account 402-322-4605 has \$500,000 for Water Main Replacement and will cover this cost.

**RECOMMENDATION:**

Staff recommends the City Commission approve of the attached Task Order 17 for Water Main Design and Permitting for the Pollard Road Water Main Project and authorize the City Manager to take all further necessary actions related thereto.

**ATTACHMENTS:**

Proposed Task Order No. 17 with Jones Edmunds for Water Main Design and Permitting



**EXHIBIT A**  
**RFQ 13-49 TASK ORDER 17**  
**SCOPE OF SERVICES**  
**WATER MAIN DESIGN AND PERMITTING**

## **1 INTRODUCTION**

The City of Winter Haven (City) has requested Jones Edmunds to provide design and permitting services for the installation of 6,500-linear feet (LF) of 16-inch water main (WM). The new WM will be designed, permitted, bid, and constructed concurrently with the proposed reclaimed water (RCW) pipeline and force main (FM) that Jones Edmunds is also currently designing.

The southern proposed WM connection point is an existing 12-inch WM approximately 1,200-LF south of the WWTP No. 3. The new water main will transition to a 16-inch at this point and proceed north along the western edge of the WWTP property until it meets the new RCW and FM on the northwest side of the property. The three lines will be installed along Pollard Road until the north side of Eagle Lake Loop Road where the WM will be reduced back to 12-inch and connect to another existing 12-inch WM.

The attached map below illustrates the approximate route of the proposed WM (shown in green, blue and red lines are existing water mains).

## **2 SCOPE OF SERVICES**

The main components of this project include:

1. Prepare complete Preliminary and Final Design and Permitting of approximately 6,500-LF of 16-inch WM from a planned Pollard Road WTP near WWTP No. 3 to the intersection of Eloise Loop Road and W Lake Eloise Drive.
2. Prepare permit applications for construction of the pipeline. Jones Edmunds will prepare a Notice of Intent and associated forms will be prepared for a FDOH General Permit for Construction of Water Main Extensions. Jones Edmunds has coordinated with CSX to add the WM as part of the previously prepared permit for the RCW and FM. Jones Edmunds will revise the permit and the City and CSX will execute the final agreement inclusive of the WM. Jones Edmunds will also coordinate with both the City and the County for Right of Way Use permits to be obtained by the Contractors.

A description of the tasks, key assumptions, and deliverables for this project are provided in the following.



## **TASK 1 –30% WM DESIGN**

### **TASK 1.1 - COORDINATION MEETINGS**

1. Coordination meeting for the WM shall be part of the Reclaimed Water (RCW) Pipeline and Force Main (FM) Replacement Project meetings. No additional meetings are anticipated for the WM.

### **TASK 1.2 - 30% PRELIMINARY DESIGN**

1. Jones Edmunds will prepare a plan view of the entire WM route in conjunction with the proposed RCW Pipeline and FM route. Locations will be developed for isolation valves and air release valves. Piping plans will be shown on base utility maps provided by surveyors.
2. Where possible and applicable, Jones Edmunds will use the City standards and details to prepare the design plan drawing set. The WM will be part of the drawing set of the RCW Pipeline and FM Replacement Project. Jones Edmunds does not plan to submit separate drawing/bid sets for the WM.
3. Jones Edmunds will prepare a list of applicable specifications documents for the project. These specifications will be added to the specifications for RCW Pipeline and FM Replacement Project.
4. Jones Edmunds will prepare a preliminary Engineer's Opinion of Probable Construction Cost (EOPCC) for the project.
5. Jones Edmunds will submit electronic copies of the design documents as a part of the RCW Pipeline and FM Replacement Project to the City for the review and comments a minimum of two weeks before the design review meeting.
6. Jones Edmunds will submit electronic copies of the design documents as a part of the RCW Pipeline and FM Replacement Project to Utility Agency Owners (UAOs) such as gas, electric, cable and telephone providers for their review and comments.

### **TASK 1.3 GEOTECHNICAL**

Jones Edmunds will use the information from geotechnical subconsultant for geotechnical and subsurface investigation that will be prepared for the RCW Pipeline and FM Replacement Project for WM of this project.

### **TASK 1.4 SURVEY AND SUBSURFACE UTILITY ENGINEERING (SUE)**

Jones Edmunds will use the information from surveyor and SUE subconsultants currently being prepared for the RCW Pipeline and FM Replacement Project. This information will be supplemented by the same subconsultants for the west and south sides of WWTP No. 3.

## TASK 2 – WM FINAL DESIGN AND PERMITTING

### TASK 2.1 PERMITTING

1. Jones Edmunds will conduct pre-application meetings with FDEP, and Polk County to determine any specific design criteria, type of permit required, and permit application review fees. For this Scope of Services and Fee Estimate, up to four pre-application meetings are included.
2. Jones Edmunds will prepare and submit applicable (City, County, and FDEP) permit applications for Right-of-Way and FDOH General Permit for Construction of Water Main Extensions for PWSs per the provisions of Chapter 62.555 to the City for execution and for submittal to reviewing agencies during the 60% design phase. Jones Edmunds will respond to one Request for Additional Information (RAI) from up to three permitting agencies and incorporate comments into the final design documents.
3. Jones Edmunds will evaluate the existing permit for crossing the CSX rail road to determine if the WM can be added to the existing permit or if a new permit is required.
  - a. The previously prepared CSX permit for the CSX RCW and FM crossing at Pollard Road. Jones Edmunds has coordinated with CSX to add the WM as part of this permit. Jones Edmunds will respond to one Request for Additional Information (RAI) and incorporate comments into the final design documents. Jones Edmunds will prepare the permit and the City and CSX will execute the final agreement inclusive of the WM.

### TASK 2.2 FINAL DESIGN

1. Jones Edmunds will prepare 60%, 90%, and 100% (Final Bid Set) WM pipeline plans for the entire pipeline route as part of the RCW Pipeline and FM Replacement Project. Profiles will be developed only to show identified utilities crossing the proposed WM pipelines.
2. Jones Edmunds will develop one set of technical specifications in 16-division format that will address both the WM and the RCW Pipeline and FM Replacement Project. Pipeline unit price bid items will include valves and fittings to minimize the number of bid items and simplify construction administration. Significant payment items such as crossings, substantial earthwork, MOT, and utility relocation may be included as separate line items.
3. Jones Edmunds will update the EOPCC for the project. The EOPCC will identify the assumed methods of construction, piping materials, fitting, and valve types and general materials of construction.
4. Jones Edmunds will submit electronic copies of the 60% and 90% plans and specifications to the City for review and comment. The Jones Edmunds Project Manager and Project Engineer will meet with the City to obtain and discuss review



comments on the 60% and 90% submittals (total two meetings). Meeting minutes from the review meetings will be distributed to the meeting attendees by e-mail only. The meeting minutes will include the disposition of the City's comments.

5. Following the 90% review meeting, Jones Edmunds will incorporate City comments to prepare the 100% (Final Bid Set) contract documents that will be submitted to the City for bidding.

#### DELIVERABLES:

- Copies of final permit applications for City, Polk County, FDEP, and CSX permits.
- Three half-size (11x17) paper copies of the drawings will be submitted for each design submittal (30%, 60%, and 90%). Electronic (\*.pdf) versions of the plans and specifications will also be submitted for each design submittal (30%, 60%, and 90%). *Note: Jones Edmunds proposes to make submissions in conjunction with FM and RCW main submissions.*
- For the 100% (Final Bid Set) submittal, three half-size (11x17) and two full-size sets of signed-and-sealed drawings will be submitted to the City. Three sets of signed-and-sealed specifications will also be provided. Electronic (\*.pdf) version of both the drawings and a Microsoft Word (\*.docx) format of the specifications will be provided. *Note: Jones Edmunds proposes to make submissions in conjunction with FM and RCW main submissions.*

### 3 CONDITIONS, EXCLUSIONS, AND ASSUMPTIONS:

1. Permitting services beyond those specifically included in this Scope of Services are excluded.
2. All permit fees, plan review fees, or other regulatory fees including but not limited to the CSX railroad crossing, FDEP, and County permits are excluded from this Scope of Services and are assumed to be paid directly by the City.
3. Schedule impacts due to permitting requirements may occur and are beyond Jones Edmunds' control.
4. This Scope of Services and Fee Estimate assumes that the WM design will happen in parallel (at the same time) as the FM and RCW lines. If the City elects to proceed only with the FM and RCW design or issue separate Notices to Proceed, the scope, schedule, and fee will be renegotiated.
5. This Scope of Services assumes one FDEP pre-application/coordination meeting will be sufficient to address the WM.
6. This Scope of Services assumes that field investigations and GIS analysis will be limited to a defined corridor along the proposed route and limited to one side of the Plant.

7. Gopher tortoise excavation and capture activities are not included in this scope. This effort will be included in future Construction phases services to comply timelines for FWS permitting
8. Acquisitions of additional easements or rights-of-way are excluded from this Scope of Services.
9. The cost of sand skink mitigation credits or gopher tortoise relocation efforts are excluded from this Scope of Services.
10. Wetlands mitigation design and permitting are excluded from this Scope of Services.
11. Gopher tortoise or wetland mitigation fees are excluded from this Scope of Services.
12. Archaeological surveying and permitting are excluded from this Scope of Services.
13. The project route is assumed to be free of soil and groundwater contamination.
14. Pipeline route revisions or re-design due to unsuitable conditions including but not limited to soils, contamination, archeological, land acquisition, or other environmental or subsurface issues are excluded from this Scope of Services.
15. All drawings and specifications will be prepared in English units.
16. Bidding and construction phase services are excluded from this Scope of Services and will be submitted under a separate scope and fee.
17. The design package will be prepared with the assumption a design-bid-build delivery format will be used for the construction phase. If an alternate delivery method such as CMAR is selected, it is assumed the number of deliverables will remain the same. This scope of services does not include assistance with pre-qualification of qualified CMAR firms.
18. For this Scope of Services and Fee Estimate as defined above, will be designed as a single package. If the project needs to be separated into more bid packages, the drawings will be denoted as Not Included (NIC) as appropriate for the project Phase on the Final Bid Set only. No modifications to the specifications are expected if the project is bid as two phases.

## 4 SCHEDULE

Jones Edmunds will begin work on this project upon receipt of written direction to proceed from the City. The schedule for this project will be based on an agreement between the City

and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed in accordance with the schedule of the RCW Pipeline and FM Replacement Project.

## 5 TOTAL COST FOR SERVICES

Jones Edmunds proposes to complete the work detailed above as a Task Order under RFQ 13-49 on a lump sum basis. Jones Edmunds will utilize the current contract rates with a Not to Exceed amount of \$45,000 billed monthly. An anticipated breakdown of the Not to Exceed amount is provided below. Deviations or changes in the task amounts are not reason for nonpayment if the total project cost has not exceeded the approved contract amount.

TASK	TOTAL
Task 1 – 30% WM Design	\$ 30,000
Task 2 – WM Final Design and Permitting	\$ 15,000
TOTAL LUMP SUM BUDGET	\$ 45,000

**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

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**DATE:** January 30, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager

**FROM:** Mark Bombard, Utility Services CIP Director

**SUBJECT:** SR 542 Utility Revision #1 and #2.

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**BACKGROUND:**

The Florida Department of Transportation (FDOT) has initiated a design project for the roadway improvements along State Road (SR) 542 in Polk County, Florida. The Part I design of the project, from 1<sup>st</sup> Street to Buckeye Loop Road, is currently under construction. Improvements include the widening of SR 542 from 1<sup>st</sup> Street to Buckeye Loop Road, into two traffic lanes with a center turn lane, improved sidewalks and drainage as well as a bicycle lane, plus other improvements.

The City of Winter Haven has water and wastewater systems within the FDOT right-of-way and existing easements that are in direct conflict with the Phase I road, drainage, lighting, and signalization design and are scheduled to be relocated through an agreed upon Utility Work by a Highway Contractor contract through FDOT. The first revision includes the replacement of specified valves and utility fixtures that are no longer approved for use by the City. The City has upgraded the tracer wire from just one wire to two, on each pipe segment. Along with the fixture modifications, the City would like to upgrade the existing 6 inch water main to a 10 inch water main for future use to the Lake Elbert Heights Subdivision. The second revision includes a new City approved church project on SR 542, required to connect to the existing force main that is scheduled to be removed. Through some minor modifications, the church will be able to connect now and not impact any future construction. In the same area, the gravity sewer is scheduled to remain. The City has lined the existing pipe. In doing so, it was discovered that approximately 62 linear feet of gravity sewer ductile iron pipe was heavily tuberculated. This particular pipe is very close to Lift Station 147, and it is recommended to replace it while the road is being modified.

**FINANCIAL IMPACT:**

The cost of these two revisions total \$77,663.80. The City has approximately \$310,000.00 in previously deposited contingency money with the FDOT.



**RECOMMENDATION:**

Staff recommends the City Commission authorize the City Manager to sign the attached Supplemental Agreement Back-Up Documentation for both revisions and take any and all other necessary actions related thereto.

**ATTACHMENT:**

Supplemental Agreement Back-up Documentation for Revision Sets #1 and #2 SR 542  
Utility Relocation Phase I.

## Supplemental Agreement Back-Up Documentation

Financial Project No.: 410666-2-56-01      FAP No.: N/A      Contract No.: E1R11

Supplemental Agreement Amount:      **\$ 77,663.80**      Days: 0

**Issue Title: Add revised plans to the contract**      **\$ 77,663.80**      **Days: 0**

### ENTITLEMENT ANALYSIS

#### ISSUE:

The City of Winter Haven, after the contract was bid, revised the plans to include two additional pay items (1080 24116 & 1080 23110), changed material feature in one pay item (1080 24102) from corporation stop valves to curb stop valve, changed tracer wire size to 14 gauge and added a second run of tracer wire to the entire project. The plan revisions also removed pay items (1080 33110, 1080 33112, 1080 33116, 1080 23106, 1050 31206, & 1050 6112). The revision also added additional quantity to existing pay items.

This supplemental agreement is for the necessary pay items and quantity changes not included in the original contract. The Contractor is entitled to 100 % of the costs associated with the extra work.

### ENGINEER'S ESTIMATE

The costs in the engineer's estimate are based on Statewide Averages for the last six months and contract unit prices.

The Contractor submitted a price (see attached) for the additional work which was higher than the Department's Engineer's Estimate (see attached) and upon negotiations agreed to accept the Department's price in the Engineer's Estimate.

There is no additional time being granted for the additional work.

### CRS CODING

#### ISSUE:

WO Reason Code/Description:      015 – Utility Owner/Agency caused Changes to Utility Owner/Agency Project Agreement/ Contract (No cost to FDOT) (Change to Phase 56 and associated Funds included in Original Contract)

Avoidability/Unavoidability:      5 – Avoidable 3<sup>rd</sup> party

Cost Recovery Initiated:      N - Action Recommended

Claim/Extended:      N - (Neither)

## **PREMIUM COST ANALYSIS**

### **ISSUE:**

There are no premium costs involved with this issue. This issue is based on work added or deleted by the utility owner prior to construction starting on this work.

### **Pursue Cost Recovery?**

☐ Yes ☒ No ☐ N/A

## **STATEMENT OF CLAIM SETTLEMENT COSTS**

### **ISSUE A:**

No claim settlement costs are incurred and the Contractor agrees to accept the contract time and money offered as complete settlement of this issue.

☐ Yes ☒ No

### **FEDERAL AID PARTICIPATION**

The subject project does not include Federal Aid participation.

Time: \_\_\_\_\_

Cost: \_\_\_\_\_

☐ Participating ☒ Non-Participating

Approval received from:

\_\_\_\_\_

Approval of Back-Up Documentation

\_\_\_\_\_  
Ashley Vickers, PE  
Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Winter Haven

\_\_\_\_\_  
Date

**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
February 11, 2019**

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**DATE:** January 24, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Travis Edwards, Parks, Recreation & Culture Department Director

**FROM:** Andy Palmer, Recreation Superintendent

**SUBJECT:** Award of ITB-19-09 to Florida Exterior Coating, Inc. (Eagle Lake, FL) – Winter Haven Recreational & Cultural Center Roof Replacement.

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**BACKGROUND:**

Improvements to the Winter Haven Recreational and Cultural Center are within the City's Five Year Capital Improvement Plan. The Fiscal Year 2018/2019 Budget allocated \$630,650 within the 2015 Construction Fund for improvements at WHRCC. An additional \$869,350 for improvements at WHRCC are expected to be budgeted within the FY 2019/2020 Budget. Over the two years, this will be a total investment of \$1.5 million.

The first project proposed to be completed at WHRCC is a total roof replacement. Subsequent renovations will be identified and completed later in 2019 into 2020. Staff is awaiting community feedback from the Florence Villa CRA Plan Update prior to progressing with a full scope of work on the remaining renovations.

The roofing system at WHRCC consists of the large upper roofing system and two smaller lower roofs. In 2009, a Neogard Liquid Coating was applied over the existing roofing systems. The Neogard Coating was to increase the lifespan for approximately ten more years. Over the past two years, leaks have become prevalent in various portions of the building, with major leaks evident over this past year. The Neogard Coating has broken down and is no longer functional.

On November 27, 2018, ITB-19-09 "Roof Replacement – Winter Haven Recreational & Cultural Center" was released. On December 13, 2018 Addendum #1 was issued and on December 28, 2018 Addendum #2 was issued. On January 9, 2019 four bids were received. They included 1<sup>st</sup> Class Roofing, Inc. (Winter Haven, FL) with a bid of \$165,212; Ryman Roofing (Zephyrhills, FL) with a bid of \$172,057; Florida Exterior Coating, Inc (Eagle Lake, FL) with a bid of \$176,670 and Southern Coatings, Inc. (Pompano Beach, FL) with a bid of \$220,850. 1<sup>st</sup> Class Roofing and Ryman Roofing were disqualified as



they did not provide proper bid securities. After these disqualifications, Florida Exterior Coating, Inc is the low bidder. The scope of work is summarized below:

- Main Roofing System – remove & dispose of existing roofing down to decking. Replace decking as needed. Install a new TPO Roofing System.
- Lower Roofing Systems – install new TPO Roofing System over existing roofs.
- Install an exterior access/ladder system to the Main Roofing System.

Florida Exterior Coatings has satisfactorily completed similar roofing projects for the City over the past few years including WWTP III, City Hall Annex and the Motorpool Complex. The City Attorney has verified the bid security disqualifications and no protests were received during the protest period.

#### **FINANCIAL IMPACT:**

The price for replacing the Main Roofing System, Lower Roofing Systems and providing an exterior ladder access is \$176,670. The price to replace decking on the Main Roofing System provided by FEC is \$2.75 a square foot. With initial inspections, minimal decking is expected to be in need of replacement for the approximate 15,200 sq ft. Main Roof System. Staff is requesting an allowance of up to 20% of the decking to be replaced, which would equate to \$8,360 (15,200 sq ft x 20% x \$2.75). The total project would be \$185,030 (\$176,670 Roof + \$8,360 Decking Allowance). The removed/replaced decking amounts must be agreed upon by both the City and Contractor. If the amount exceeds \$185,030, a Change Order would be required. Funds are available for this project within the FY 2015 Construction Fund.

#### **RECOMMENDATION:**

Staff recommends the City Commission award ITB-19-09 in the amount of \$185,030, to Florida Exterior Coating, Inc. (Eagle Lake, FL) inclusive of their bid of \$176,670 and an allowance of \$8,360 for any required deck removal/replacement.

#### **ATTACHMENTS:**

ITB-19-09 Tabulation of Bids Sheet  
Florida Exterior Coating Inc Bid Package

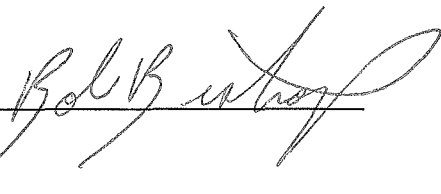
BID NO: ITB-19-09  
 BID OPENING 2:00 P.M., 01/09/19

CITY OF WINTER HAVEN  
 TABULATION OF BIDS

AWARDED TO:

Roof Replacement - Winter Haven Recreation and Cultural Center		Bidder No 1 Ryman Roofing Zephyrhills, FL	Bidder No 2 Florida Exterior Coating, Inc. Eagle Lake, FL	Bidder No 3 1st Class Roofing, Inc. Winter Haven, FL	Bidder No 4 Southern Coatings, Inc. Pompano Beach, FL
Item	Description	Total	Total	Total	Total
A	Price per square foot to remove and replace rotted/bad decking	\$14.50 per sq. ft.	\$2.75 per sq. ft.	\$6.00 per sq. ft.	\$10.00 per sq. ft.
B	Price for TPO Roofing System Labor & Materials	\$159,720.00	\$157,764.00	\$149,212.00	\$188,500.00
C	Price for exterior access/ladder system	\$3,575.00	\$3,000.00	\$7,500.00	\$10,000.00
D	Price for lower roofing system	\$8,762.00	\$15,906.00	\$8,500.00	\$22,350.00
	Total for Items B & C & D	\$172,057.00	\$176,670.00	\$165,212.00	\$220,850.00
		*No Bid Security		*No Bid Security	
Roof Replacement - Winter Haven Recreation and Cultural Center		Bidder No	Bidder No	Bidder No	Bidder No
Item	Description	Total	Total	Total	Total
A	Price per square foot to remove and replace rotted/bad decking				
B	Price for TPO Roofing System Labor & Materials				
C	Price for exterior access/ladder system				
D	Price for lower roofing system				
	Total for Items B & C & D				

Prepared by



1 NLP

Date: 1-10-19

## Addendum #2

### PROPOSAL AND BID FORM

ITB-19-09

The Bidder, proposes and agrees to furnish all plans, permits, labor, material, services, supplies and equipment, and perform the Work required for construction for each item listed below.

- Item A Price per square foot to remove and replace rotted/bad decking as described in Addendum #1 and original specifications 2, <sup>75</sup>/<sub>100</sub> sq. ft.
- Item B Price for Main Roofing System - Duro Last TPO Roofing System Labor & Materials as described in Addendum #1 and original specifications \$ 157,764.<sup>00</sup> Total Cost
- Item C Price for exterior access/ladder system \$ 3,000. Total Cost
- Item D Price for Lower Roofing System as described in Addendum #1 and original specifications \$ 159.06.<sup>00</sup> Total Cost

Total for Items B + C + D \$ 176,670.<sup>00</sup>

A City of Winter Haven Procurement Card will be accepted as method of payment. [ ] YES [ ] NO  
**NOTE: if Bidder checks "yes" above, Bidder agrees that the City may use a City issued Mastercard for the payment of any and all invoices submitted as a result of the performance of this bid.**

By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more). Any contract with the City of Winter Haven for goods and/or services of any amount, entered into on or after July 1, 2018, may be terminated at the sole option of the City of Winter Haven, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

1-9-2019  
Date

Florida Exterior Coatings Inc.  
Name of Company

[Signature]  
Authorized Signature

540 Hwy 17 South  
Mailing Address

President  
Title/Position

Eagle Lake, FL 33839  
City State Zip

Kevin J Guenther  
Printed Name

Kevin.guenther@aol.com  
Email address

59-3507051  
Federal Employer I.D. # (FEID)

863-287-1358  
Telephone Number

State Registration #

CCC1325573  
State Certification #

863-293-8392  
Fax Number

ITB-19-09

Re-Bid for WWTP#2 Roof Replacement  
Waste Management Plant #2

January 9th, 2019

Florida Exterior Coating, Inc. is pleased to provide you with the following proposal to reroof the following roofs at the Winter Haven Recreational and Cultural Center located at 801 Martin Luther King Blvd Winter Haven, FL. 33881.

Their are three sections of roof identified as 1. The main roof,  
2. The lower roof - Gym storage area, 3. The lower roof pool equipment room.

**Scope of Work for the main roof system.**

- A. Supply all labor, materials and required permits for removal and replacement of main roof and two lower flat roofs on the City of Winter Haven Recreational and Cultural Center.
- B. On the main roof - Tear off existing roofing down to decking. Replace/repair any bad decking on a square foot basis. Provide square foot cost on PBF-2 Proposal and Bid Form.
- C. Prime decking per manufacture's recommendations.
- D. Furnish and install a 60-mil (white) Duro Tuff membrane roof system in accordance with manufacturer's specifications and meeting all local and state building codes.
- E. Flash all existing roof curbs with Duro Last membrane in accordance with manufacturer's specifications and details.
- F. Flash all vent pipes with pre manufactured Duro Last boots in accordance with manufacturer's specifications and details. All roof penetrations, electrical, communication, HVAC, etc. shall be properly sealed in accordance with Florida Building Code, industry standards and manufacturers product data sheets.
- G. Furnish and install new roof to roof expansion joints.
- H. Repair and/or replace damaged drain piping, down spouts and drain baskets as needed.
- I. Furnish and install new copings, gravel stops and counter flashing/termination metal made from 24 gauge galvanized with a standard kynar color and finish. Install per Florida Building Code requirements.



J. Remove and properly dispose of all debris from job site. This shall include a construction dumpster if the contractor deems it necessary (contractor shall not be permitted to utilize the facility's onsite dumpster).

K. If electrical or data disconnects/reconnects or upgrades are required the City representative will coordinate and provide all materials, labor and permitting as needed.

L. Include an exterior roofing access ladder. First six feet shall be locked with a gate. Successful contractor shall provide a shop drawing submittal on this item for review and a separate price on PBF-2.

M. Provide all required permits. Cost of permits must be included in bid prices.

N. All perimeter and edging metal is to be replaced with Clad metal.

O. All improvements to soffit and fascia shall be painted to match existing as needed

**Scope of Work for the lower roof system identified as the Gym storage roof and the pool equipment room. The general specifications in the scope of work will remain the same for the lower roofs as the main roof with the following clarifications.**

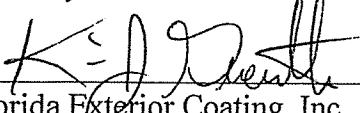
1. These roof sections will be considered roof overs, no tear off is required.
2. Install and provide a 60 mil Duro Fleece single ply roof membrane system the color (white).
3. Remove and replace existing metal flashing and drip edge around main roof system.

All components for the above listed scope of work shall be covered under the manufacturers 20 year no dollar limit labor and material warranty.

**PRICE \$176,670.00..**

The above prices, specifications, clarifications and conditions are hereby accepted.  
Florida Exterior Coating, Inc. is hereby authorized to do the work as specified.

X \_\_\_\_\_  
The City Of Winter Haven

X  \_\_\_\_\_  
Florida Exterior Coating, Inc.

## CERTIFICATION OF DRUG-FREE WORKPLACE

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

1-9-2019  
DATE

Florida Exterior Coating  
NAME OF FIRM

863-287-1358  
TELEPHONE NUMBER

540 Hwy 17 South  
STREET ADDRESS

\_\_\_\_\_  
VENDOR'S SIGNATURE

Eagle Lake, FL 33839  
CITY STATE ZIP

References of similar or bigger jobs.

1. Central Florida Repack

1005 Snively Ave

Winter Haven, FL 33880

Contact - Bill Roe 863-294-3577

2. Century Retail

500 South Florida

Lakeland, FL 33801

Contact - Braxton Bone 800-778-6867

3. MCI Furniture Group

3210 East 7th Ave

Ybor City

Contact - Andy Celerio 813-918-4269

January 4, 2017

Florida Exterior Coating  
540 Hwy 17 South  
Eagle Lake, FL 33839

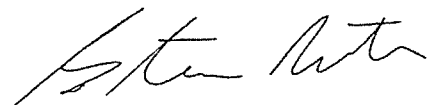
To whom it may concern,

Duro-Last® provides the best roofing system to meet your roofing needs. Duro-Last's membrane and flashings are custom-manufactured and quality-controlled at the factory to prevent leaks where they usually occur — at seams, penetrations, perimeters and in low spots where water forms ponds. The Duro-Last Roofing System can be installed year-round and will provide outstanding protection against the elements.

Since Duro-Last has maximum control over roof quality, it also offers the best warranty in the roofing industry: 15 years for all Duro-Last materials and the labor to install them. Duro-Last's "large print" no-dollar-limit ("NDL") warranty provides the most coverage and has the fewest exclusions when compared to other warranties. Other manufacturers exclude warranty coverage for consequential damages and ponded water, but the Duro-Last warranty contains no such exclusions. Duro-Last's warranty obligations to its customers are backed by Duro-Last's multi-million-dollar liability insurance policy (*currently \$10 million*); I have enclosed a sample copy of Duro-Last's Certificate of Liability Insurance evidencing the same. Duro-Last has had insurance coverage like this for more than fifteen years.

If you have any questions, feel free to contact me.

Sincerely,



Steve Ruth  
Vice President of Sales

SR/sv



January 3, 2019

To Whom It May Concern:

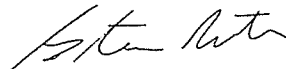
I am pleased to inform you that Florida Exterior Coating of Eagle Lake, Florida, has been an authorized dealer/contractor with Duro-Last, Inc. since 2009. Florida Exterior Coating is an experienced Duro-Last contractor, and in the period of time they have been doing business with Duro-Last, they have received our highest honors for quality of installation of our roof systems.

Through inspections performed by Duro-Last's Quality Assurance Department, Florida Exterior Coating has earned excellent ratings on their Duro-Last projects. In fact, they are a leader in Duro-Last's network of highly experienced contractors, having achieved the status of Master Roofer.

We are proud to have Florida Exterior Coating as a member of the Duro-Last dealer/contractor network. They are exceptional in the roofing industry, and we are fortunate to be able to serve their needs.

If you have any questions, please feel free to contact us at our Michigan office.

Sincerely,



Steve Ruth  
Vice President of Sales

SR/smv

cc: Florida Exterior Coating  
540 Hwy 17 S.  
Eagle Lake, FL 33839  
(863) 299-0690

List of trained Supervisors  
Devin Guentler trained 2013  
Lorenzo Ocampo trained 2008  
Jose Mendoza trained 2008



**BID BOND**  
(Percentage)

Bond Number: BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we Florida Exterior Coating, Inc.  
of 540 Hwy 17 South, Eagle Lake, FL 33839

, hereinafter referred to as the Principal, and  
Western Surety Company, 151 N. Franklin St., Chicago, IL 60606

as Surety, are held and firmly bound unto City of Winter Haven, FL

of 551 3<sup>rd</sup> St., NW, Winter Haven, FL 33881

, hereinafter referred to as the Obligee, in the amount of  
5% of the attached bid

( \$ 5% ), for the payment of which we bind ourselves, our legal representatives,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Re-roof

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9<sup>th</sup> day of Jan., 2019.

Florida Exterior Coating, Inc.

(Principal)

By \_\_\_\_\_ (Seal)

Western Surety Company

(Surety)

By Patricia A. Zuk (Seal)

Patricia A. Zuk, Attorney-in-Fact

# Western Surety Company

540

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Max B Van Wyk, Patricia A Zuk, Linda L De Vries, Alison L Van Wyk, Justin Haan, Heather L Mannisto, Individually**

of Grand Rapids, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 25th day of June, 2018.



WESTERN SURETY COMPANY

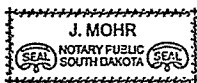
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 25th day of June, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of Jan., 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**DURO-LAST®**

# 20-Year NDL Warranty

Warranty No. \_\_\_\_\_

## I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

## II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

## III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK



System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

**THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.**

**DURO-LAST®, INC.**  
525 Morley Drive  
Saginaw, MI 48601

\_\_\_\_\_  
Signature of Duro-Last QA Tech Rep or QA Manager

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
Owner (printed)

\_\_\_\_\_  
City, State & Zip of Building

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Contractor (printed)

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Square Footage

\_\_\_\_\_  
Serial No.

\_\_\_\_\_  
Warranty No.



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**


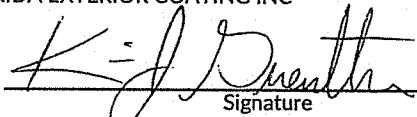
CONSTRUCTION INDUSTRY LICENSING BOARD  
 2601 BLAIR STONE ROAD  
 TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CCC1325573 ROOFING CONTRACTOR GUENTHER, KEVIN J FLORIDA EXTERIOR COATING INC	ISSUED: 10/24/2018
 Signature	
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES EXPIRATION DATE: AUGUST 31, 2020	

From: no-reply@myfloridalicense.com  
 Subject: CONSTRUCTION INDUSTRY LICENSING BOARD LICENSE CCC1325573  
 Date: October 24, 2018 at 12:14 PM  
 To: kevinguenth@aol.com

Dear Licensee,

Please find attached your CONSTRUCTION INDUSTRY LICENSING BOARD License and Wallet Card.

Do not alter this document in any form. It is unlawful for anyone other than the licensee to use this document.

The Department of Business and Professional Regulation (DBPR), issues licenses for many licensed businesses and practitioners in the State of Florida.

DBPR is changing the way you interact with state government. Many of DBPR's services are available online at [www.MyFloridaLicense.com](http://www.MyFloridaLicense.com). We encourage you to utilize these services to make address changes, licensing changes or to renew your license.

Name changes require legal documentation verifying the name change, which must be mailed to the DBPR. An original, a certified copy or a duplicate copy of an original or certified copy of a document that shows the legal name change will be accepted, unless the DBPR has a question about the authenticity of the document.

If applicable, the DBPR will send a renewal notice to your last known address or email address of record. If you have not received your renewal notice, please call our Customer Contact Center at 850.487.1395 or online at [www.MyFloridaLicense.com/contactus](http://www.MyFloridaLicense.com/contactus).

To find out about business and economic opportunities for Florida veteran business enterprises, as well as Florida's small minority and women-owned businesses, please contact or visit the Department of Management Services' Office of Supplier Diversity at: [http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd)

To find out about State of Florida tools supporting statewide centralized procurement activities which have streamlined interactions between vendors and state government entities, please contact or visit the Department of Management Services' MyFloridaMarketPlace at: <https://vendor.myfloridamarketplace.com>

Adobe Reader is necessary to view the PDF.

Click <http://get.adobe.com/reader/> to download Adobe Reader.

\*\*\* Note: This is an automated email. Do NOT reply to this message.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GUENTHER, KEVIN J**

FLORIDA EXTERIOR COATING INC  
 540 HIGHWAY 17 SOUTH  
 EAGLE LAKE FL 33839

**LICENSE NUMBER: CCC1325573**

**EXPIRATION DATE: AUGUST 31, 2020**

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Polk

Kevin J Guenther, being first duly sworn, deposes and says that:  
Name

(1) He is Florida Exterior Coatings of Florida, the  
Title Company Inc  
Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]  
Name

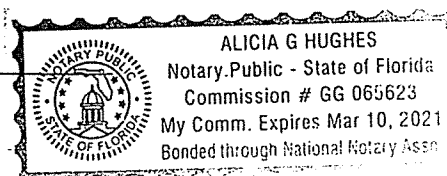
President  
(Title)

Subscribed and sworn to before me this 9th day of January, 2019

Signature \_\_\_\_\_

(Title)

My commission expires





AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF WINTER HAVEN MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Florida Exterior Coatings Inc.  
[Signature] President 1-9-2019  
 Signature Title Date

STATE OF: FL  
 COUNTY OF: POIK

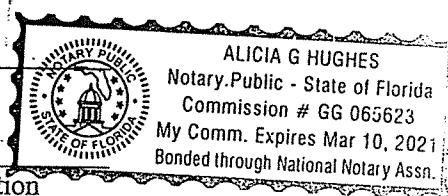
The foregoing instrument was signed and acknowledged before me this 9th day of January, 2019, by Kevin J. Gierther who has produced  
 (Print or Type Name)

FLDL as identification.  
 (Type of Identification and Number)

[Signature]  
 Notary Public Signature

[Signature]  
 Printed Name of Notary Public

Notary Commission Number/Expiration



**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
February 11, 2019**

---

**DATE** January 28, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager

**FROM:** Gary M. Hubbard, Utility Services Department Director  
Terry Carver, Wastewater Treatment Plants Manager

**SUBJECT:** Summary – South Pond Pump Replacement at WWTP #3

---

**BACKGROUND:**

Wastewater Treatment Plant #3 polishing pond has two pond pumps that are used to convey effluent water to the surface water discharge point. These pumps normally pump an average of 3.5 – 4.0 MGD. One pump normally runs, with the other serving as a backup. The North Pond Pump was replaced last year and the South Pond Pump (~ 30 years old) is scheduled for replacement this year to provide essential reliability in case of a pump failure.

Invitation to bid ITB-19-07 for the South Pond Pump Replacement Project – WWTP #3 was advertised November 16, 2018 and bids were opened January 10, 2019 with four bids being received. Danus Utilities, Inc. (Sanford, Florida) was the lowest bidder at \$74,220.00. The City's local preference ordinance had been reviewed and considered in the bid evaluation process. A Notice of Intent to Award was issued with no protest received in response.

**FINANCIAL IMPACT:**

Staff budgeted \$80,000.00 under 402-08-316-4605 for this project.

**RECOMMENDATION:**

Staff recommends City Commission award Bid ITB-19-07 to Danus Utilities, Inc. for \$74,220.00 and authorize the City Manager to execute related documents and take any further actions necessary and incidental thereto.

**ATTACHMENTS:**

Bid Tabulation Sheet

BID NO: ITB-19-07  
 BID OPENING 2:00 P.M., 01/10/19

CITY OF WINTER HAVEN  
 TABULATION OF BIDS

AWARDED TO:

Pond Pump Replacement - WWTP#3		Bidder No 1 American Construction Services Tampa, FL	Bidder No 2 Danus Utilities, Inc. Sanford, FL	Bidder No 3 A.C. Schultes of Florida, Inc. Gibson, FL	Bidder No 4 CenState Contractors Winter Haven, FL
Item	Description	Lump Sum	Lump Sum	Lump Sum	Lump Sum
A	Pond Pump Replacement - WWTP#3	\$95,320.00	\$74,220.00	\$74,250.00	\$79,283.17
Pond Pump Replacement - WWTP#3		Bidder No	Bidder No	Bidder No	Bidder No
Item	Description	Lump Sum	Lump Sum	Lump Sum	Lump Sum
A	Pond Pump Replacement - WWTP#3				

Prepared by

*Bob B...*

1 NLP

Date: 1-11-19

**CITY OF WINTER HAVEN FACT SHEET**  
**CITY COMMISSION MEETING**  
**February 11, 2019**

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**DATE:** January 30, 2019

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager

**FROM:** Frederick J. Murphy, Jr., Esquire  
City Attorney

**SUBJECT:** Resolution R-19-08: Cancellation of the first regular City Commission meeting on March 11, 2019 at 6:30 P.M.

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**BACKGROUND:**

On March 11, 2019, members of the City Commission, and certain City staff will be traveling to Tallahassee, Leon County, Florida for "Polk County Day". In order to accommodate that schedule and in accordance with the consensus of the City Commission at its regular meeting held on January 28, 2019, the regular City Commission meeting scheduled for Monday, March 11, 2019 is being cancelled. In accordance with Section 2-26 of the City's Code of Ordinances, the proposed Resolution R-19-08 is presented to the City Commission for its consideration and passage.

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

The City Manager recommends the City Commission approve Resolution R-19-08.

**ATTACHMENTS:**

Resolution R-19-08



**RESOLUTION NO. R-19-08**

**A RESOLUTION REGARDING THE  
CANCELLATION OF THE FIRST REGULAR  
CITY COMMISSION MEETING ON MARCH 11,  
2019, AT 6:30 P.M.; PROVIDING A  
CONFLICTS CLAUSE AND PROVIDING AN  
EFFECTIVE DATE**

**WHEREAS**, due to Commission travel to Tallahassee, Leon County, Florida, for "Polk County Day", the City Commission of the City of Winter Haven wishes to cancel its first regular meeting scheduled for March 11, 2019, and not reschedule same to a different date and time; and

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

1. The above recitals are hereby incorporated as a factual basis for the adoption of this Resolution.
2. The meeting date for the regular City Commission meeting scheduled for March 11, 2019, at 6:30 P.M., is hereby cancelled.
3. All other regular meetings of the City Commission shall remain on the second and fourth Mondays of each month unless a holiday falls on such a day or as otherwise changed by either a properly adopted Ordinance and/or Resolution of the City Commission.
4. All previous Resolutions in conflict herewith are hereby repealed to the extent necessary to give this Resolution full force and effect.
5. This Resolution shall take effect immediately upon passage and remain in effect until repealed.

**INTRODUCED AND PASSED** by an affirmative vote of four City Commission Members of the City Commission of the City of Winter Haven, in Regular Session, this 11th day of February, 2019.

CITY OF WINTER HAVEN, FLORIDA

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Mayor-Commissioner

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney