

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING

MONDAY, JUNE 8, 2020

6:00 PM

Via Communications Media Technology pursuant to R-20-25
City Hall, John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
3. **INVOCATION** - Reverend Cliff Dollison, First Missionary Baptist Church
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
5. **PRESENTATIONS**

5.A. Diversity and Inclusivity Proclamation

Staff Contact: Brittany Overstreet, Senior Executive Assistant, boverstreet@mywinterhaven.com

[Diversity and Inclusivity Proclamation](#)

5.B. National Garbage Man and Woman Day Proclamation - Rick Cardona, Solid Waste Superintendent, Public Works Department

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

[Proclamation](#)

5.C. COVID-19 Update - Charlie Bird, Public Safety Director

6. **MINUTES**

6.A. May 20, 2020 Agenda Review Session Minutes

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

[2020-05-20 DRAFT Agenda Review Session Minutes with Attachments](#)

6.B. May 26, 2020 Regular City Commission Meeting Minutes

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

[2020-05-26 DRAFT Regular City Commission Meeting Minutes with Attachments](#)

7. **COMMENTS FROM THE AUDIENCE**

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

- 8.A. **O-20-11 - Request by Richard E. Devore to rezone a parcel from Highway Commercial (C-3) zoning district to Multifamily Residential- High Density (R-5) zoning district. General Location: 510 Avenue J, NW**

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

[Summary - Ordinance O-20-11](#)
[O-20-11](#)

- 8.B. **O-20-12 - Request by 628 12 2006 Trust to rezone a parcel from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district. General Location: 628 West Central Avenue**

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

[Summary - Ordinance O-20-12](#)
[O-20-12](#)

- 8.C. **O-20-26 - Winter Haven Firefighters' Pension**

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

[Summary - Ordinance O-20-26](#)
[O-20-26](#)
[Legal Counsel Bonni Spatara Jensen's email dated May 3, 2020](#)
[Plan Actuary Foster & Foster No Financial Impact Letter](#)

9. **CONSENT AGENDA**

- 9.A. **Award of ITB-20-33 Bunker Gear to Ten-8 Fire Equipment, Inc. (Bradenton, FL)**

Staff Contact: Casey Dasher, Captain Casey Dasher, cdasher@mywinterhaven.com

[Summary - Award of ITB-20-33 Bunker Gear](#)
[ITB-20-33 Recommendation of Award](#)
[ITB-20-33 Bid Tab Sheet](#)

- 9.B. **Amendment No. 1 to Agreement for Sale and Purchase of Real Property**

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

[Summary - Amendment No. 1 to Agreement for Sale and Purchase of Real Property](#)
[Amendment No. 1 to Agreement for Sale and Purchase of Real Property](#)

- 9.C. **Agreement with Carter and Kaye Engineering, LLC for Project Management Assistance**

Staff Contact: Michael Carnevale, Public Works Director, MCarnevale@MyWinterHaven.com

[Summary - Project Management Assistance](#)
[Task Order for Project Management Assistance](#)

9.D. Developer's Agreement between the City of Winter Haven and Florida Can Manufacturing, LLC, a Florida limited liability company

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

[Summary - Developer's Agreement](#)
[Final Developers Agreement](#)

10. RESOLUTION(S)

10.A. R-20-34 - Florida Job Growth Grant Fund Public Infrastructure Grant Proposal and Application

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

[Summary - Resolution R-20-34](#)
[R-20-34](#)
[Florida Job Growth Grant Fund Application](#)

10.B. R-20-35 - Request by Country Walk at Lake Hartridge, LLC, for final plat approval of Jace Landing subdivision plat

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

[Summary - Resolution R-20-35](#)
[R-20-35](#)

11. ORDINANCE(S) - FIRST READING

12. NEW BUSINESS

12.A. PUBLIC HEARING to Provide for Collection of Code Compliance NAVA Special Assessments

Staff Contact: Tanya Ayers, Code Compliance Supervisor, tayers@mywinterhaven.com

[Summary - NAVA Hearing](#)
[Publication Notice](#)
[Hearing Notice](#)
[TRIM Notice](#)

12.B. Utilization of CDBG Funds towards planned renovations at Winter Haven Recreational and Cultural Center

Staff Contact: Sean Byers & Andy Palmer, Planning Manager & Parks Planning & Strategic Initiatives Manager, sbyers@mywinterhaven.com; apalmer@mywinterhaven.com

[Summary - WHRCC CDBG Funding Support](#)
[WHRCC Master Plan Renderings](#)

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.



Proclamation

WHEREAS, the City of Winter Haven, Florida, is committed to promoting diversity, equality, and inclusion, and mental and physical well-being of all our citizens; and



WHEREAS, we are deeply saddened with the tragic death of George Floyd, an African-American man, as well as others before him and in further response to the nationwide protests and divisiveness currently confronting our country; and



WHEREAS, the City hereby publicly commits to developing and upholding a comprehensive Diversity and Inclusivity initiative strategy aimed at ensuring that city employees, at all levels of the organization, are aware of, sensitive to, and behave in accordance with fairness and justice, to all of the citizens of Winter Haven; and



WHEREAS, the City hereby commits to including citizens from all races, ethnicities, socio-economic status, genders, religions, and sexual orientations, by holding roundtables to ensure all voices are heard and needs of our community are addressed, as we all strive to promote diversity, equality, and inclusion through feedback,



NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim that the City of Winter Haven, Florida, will prioritize diversity, equality, and inclusivity at all levels of our organization and community. Further, the City of Winter Haven, Florida, commits to cultivate a community and organizational culture that encourages collaboration, self-awareness and reflection to ensure our city is one in which all citizens can live, prosper and safely raise our children regardless of their race.



IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 8th day of June, 2020.

Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, the Nation celebrates June 17, 20120 as National Garbage Man and Woman Day; and

☺☺

WHEREAS, the City of Winter Haven has depended on garbage men and women to keep the City clean and free of debris for over 100 years; and

☺☺

WHEREAS, the City of Winter Haven's hardworking garbage men and women service over 17,000 residential homes and 1,850 commercial businesses per week; and

☺☺

WHEREAS, the City of Winter Haven's garbage men and women provide services affecting over 45,000 residents indicating a healthy and continually growing City; and

☺☺

WHEREAS, the National Garbage Man and Woman Day slogan "Keeping You and the Environment Safe" captures the true mission of these individuals and the enormous environmental impact of garbage collection and the positive impact on the world's environment.

☺☺

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim June 17, 2020, as

"NATIONAL GARBAGE MAN AND WOMAN DAY"

in the City of Winter Haven and urge all citizens to support efforts and extends its sincere gratitude to all of City of Winter Haven's garbage professionals.

☺☺

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 8th day of June 2020.

Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

WEDNESDAY, May 20, 2020 at 5:30 P.M.

Held Via Zoom Platform-Communications Media Technology

Pursuant to Resolution R-20-25

Also livestreamed over the City's Facebook page

Winter Haven, FL 33881

CITY COMMISSION REGULAR MEETING AGENDA FOR MAY 26, 2020

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

1. **CALL TO ORDER** - Mayor Dantzler called the virtual meeting to order at 5:31 p.m.
2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners James "J.P." Powell, Brian Yates, and Tracy Mercer

Staff Present: City Manager Mike Herr; Assistant City Manager T. Michael Stavres; City Attorney John Murphy; Deputy City Clerk Joanna Abernathy; Financial Services Director Cal Bowen; Director of Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Utility Services Director Gary Hubbard; Parks, Recreation and Culture Director Travis Edwards; and Department of Economic Opportunity and Community Investment Director Eric Labbe.

5. **PRESENTATION(S)**

(Note: Presentations occurred in a different order than listed on the agenda)

C. * AGENDA REVIEW ONLY* Plans for LEGOLAND Florida - Rex Jackson, LEGOLAND Florida General Manager

Rex Jackson, General Manager of LEGOLAND, reported they had been closed for 77 days and would be submitting their plan to open their doors as early as June to the state. He requested endorsement from the City and gave a *Merlin Entertainment COVID-19 Protecting Our Guests and Employees Summer 2020* PowerPoint presentation which detailed the plan that they would implement to address COVID-19 safety protocols in order to open (*see attached*).

Mayor Dantzler asked if guests needed to wear facemasks, if a whole family was required to leave the park if one person in their group was ill and what the other [theme park] competitors were doing. Mr. Jackson said facemasks would not be mandated, but were strongly recommended, and confirmed that an entire family would not be allowed in the park if one member was ill, and that he did not have concrete information about the other theme parks other than they would be presenting their plan to the respective local jurisdictions (i.e. Orange County) tomorrow.

Mayor Pro Tem Birdsong inquired how many people would be able to be allowed admission. Mr. Jackson said they would operate at the 50% level which was approximately 6,000 max capacity.

Mayor Dantzler asked the Commission if they had received a copy of the draft letter (*see attached*) to [Florida Department of Business and Professional Regulation] Secretary Halsey Beshears that he would sign as Mayor before he would go ahead and sign it. City Attorney Murphy said a consensus of this item would suffice since the City Commission could not vote or take formal action at a Work Shop Meeting.

There was consensus of the Commission for Mayor Dantzler to sign the *Re-Opening LEGOLAND Attraction in the City of Winter Haven* letter to Florida Department of Business and Professional Regulation Secretary Halsey Beshears.

The letter would be signed by Mayor Dantzler tonight and given to City Clerk Castillo to send out tomorrow morning.

A. FY 2019 City of Winter Haven Comprehensive Annual Financial Report

City Manager Herr introduced this item and said a presentation by Julie Fowler, CPA, of CliftonLarsonAllen, would be given at the Regular City Commission Meeting on Tuesday. He also gave background information on their longevity with the City and high qualifications. He gave an overview of the FY 2019 City of Winter Haven Comprehensive Annual Financial Report (CAFR) and recommended its acceptance and approval by the Commission next week.

Financial Services Director Bowen said the report was positive and that the financial position of the City for the fiscal year ending September 30, 2019 had improved. He discussed the findings in further detail and noted the City would be able to withstand what was coming in the next months. City Manager Herr noted the positive comments given by CliftonLarsonAllen in the report.

Mayor Dantzler inquired about the City's percentage of reserves and if it would go down with the construction of the new fire station #3. Financial Services Director Bowen gave detailed information on the fund reserves and responded that the percentage of reserves was 26%, which would not go down due to the new fire station, however, some of the equity balance was likely to be used to sustain other items coming in the next few months.

B. * AGENDA REVIEW ONLY * COVID-19 Update - Travis Edwards, Parks, Recreation and Culture Director and Charlie Bird, Public Safety Director

Parks, Recreation and Culture Director Edwards presented a *Proposed City Recreation Facility Opening Phasing Plan* (updated 4/21/20) (*see attached*) and reported that there had been no significant issues with phases 1 and 2 noting everyone had been cooperative. He discussed the various phases and certain locations in more detail. He noted that the Winter Haven Senior Center would not be open June 5 as listed, but would reopen in July due to the lunch program not yet being available at the center. The AdventHealth Fieldhouse is also being monitored closely by staff so that it operates in accordance with the Governor's Executive Orders. Staff was also monitoring all other guidelines available to ensure compliance. Discussion ensued.

Mayor Pro Tem Birdsong asked about summer camps. Parks, Recreation and Culture Director Edwards said that staff was currently working on a recommendation and that they would have that information in the next few days.

Mayor Dantzler inquired about the limited activities allowed at Sertoma Park and other parks. Parks, Recreation and Culture Director Edwards said the intent was for there to be no organized activity that would draw crowds. In addition, protocols would need to be followed by concession stands and during other activities and he was hopeful that more normal operations would resume in August. Discussion ensued.

Commissioner Yates inquired if for phase 4 was it busier Monday through Friday or weekends. Parks, Recreation and Culture Director Edwards said that historically, it was steady during the summer. The summer was different in that June through the beginning of August was steady throughout the week facility-wise. For drop-ins, the weekends were more popular. Commissioner Yates said he wondered if it was easier to open earlier as a type of “soft opening” to get ready for the weekend. Discussion ensued. Assistant City Manager Stavres said it would be helpful to get extra days to monitor things and suggested for staff to look at that closer before a decision was made.

Mayor Dantzler asked if libraries were open. Parks, Recreation and Culture Director Edwards said it was different in each municipality and the plan for the City was to open at 50% capacity. Discussion ensued.

Director of Public Safety Bird gave an update that as of 11:00 a.m. this morning, there were 786 cases of COVID-19, which was an increase of 21 from 765, with no additional deaths in Polk County so the number remained at 45 total deaths. Total cases in Florida was 47,471 which was an increase of 507 positive cases from 46,944. Positive case with no additional deaths so the number remained at 2,096. On May 15, Governor Ron DeSantis had issued Executive Order 20-123 which became effective May 18. This Executive Order extended the previous order as further modified bringing phase 1 into full implementation: <https://www.flgov.com/wp-content/uploads/2020/05/EO-20-123.pdf> (see attached). He discussed this Executive Order in further detail and a recent email identified in the Governor’s orders from Florida Department of Business and Professional Regulation Secretary Halsey Beshears.

Assistant City Manager Stavres reported that testing for COVID-19 had been done in Winter Haven last Friday at Lake Maude and Westwood Middle School and recognized Congressman Darren Soto, Mayor Pro Tem Birdsong and Ann Claussen, CEO of Central Florida Health Care, for being instrumental in this endeavor. He also reported that all tests administered at the aforementioned sites were negative.

6. MINUTES

A. May 06, 2020 Agenda Review Session Minutes

B. May 11, 2020 Regular City Commission Meeting Minutes

No questions or discussion for items 6A and 6B.

7. **COMMENTS FROM THE AUDIENCE** – None
8. **ORDINANCE(S) – SECOND READING – PUBLIC HEARING** – None
9. **CONSENT AGENDA**

A. External Auditor Proposal

City Manager Herr gave an overview of this item.

There were no questions or discussion.

B. Award of 2020 Task Orders 1.0-7.0 for Reclaimed Water, Force Main, Fiber Interconnect, Construction Engineering and Inspection (CEI) Services, to Jones Edmunds and Associates, (Winter Haven, FL)

City Manager Herr gave an overview of this item.

There were no questions or discussion.

C. Award of Contract to Wright-Pierce, Inc. (Lakeland, FL), for Septic to Sewer Master Plan Feasibility Study

City Manager Herr gave an overview of this item.

Mayor Dantzler asked if assistance to obtain grant opportunities could be added to the Wright-Pierce, Inc. scope of services. City Manager Herr said it was a great idea and the City could always use partners for grant funding, but that also Utility Services Director Hubbard and Utility Services Assistant Director Mike Britt had a good handle on the availability of dollars and staff would still explore that option with Wright-Pierce, Inc. Mayor Dantzler said that once things became more normalized, this could be a legislative priority.

Mayor Pro Tem Birdsong pointed out that the scope of services would be in the City's service area although the utility service area was beyond the City limits. City Manager Herr said that was correct and the City needed to prioritize areas. He showed a slide of the City of Winter Haven utility service area without the sewer collection system (*see attached*). Discussion ensued.

Commissioner Mercer noted that as said by City Manager Herr, those with the most environmental concerns were usually first in the priority list and other costs. Sometimes citizens requested these types of projects due to their having issues with flooding in low lying areas, etc.

D. Award of Contract to Atkins, North America, Inc. for Design of Potable Water Interconnects with Town of Dundee and the City of Eagle Lake

City Manager Herr gave an overview of this item.

Mayor Dantzler asked for clarification on the location of Ohio Avenue. Utility Services Director Hubbard said it was in Dundee. City Manager Herr noted that a larger photo of the location would be provided.

E. Southwest Florida Water Management District (SFWMD) Cooperative Funding Agreement for the South Lake Conine Wetland Restoration/Stormwater Treatment Project (W773) Amendment 1

City Manager Herr gave an overview of this item.

There were no questions or discussion.

F. American Public Works Association (APWA) Accreditation

City Manager Herr gave an overview of this item and applauded the Public Works leadership team for doing this. He also expressed that he was continually impressed with Public Works Director Carnevale's penchant for finding good talent.

There were no questions or discussion.

G. Federal Aviation Administration (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES) Act Grant

City Manager Herr gave an overview of this item.

Commissioner Powell inquired if the City needed to repay this grant in the future. City Manager Herr responded no.

H. Award RFQ 20-35 for Taxiway B Rehabilitation Design & Bidding

City Manager Herr gave an overview of this item and showed a slide of the AVCON *Taxiway B Rehabilitation Exhibit (see attached)*.

There were no questions or discussion.

10. RESOLUTION(S)

A. R-20-32 - Agreement with FDOT for Highway Lighting Maintenance

City Manager Herr gave an overview of this item.

There were no questions or discussion.

B. R-20-33 - Donation of City Right-Of-Way to the Florida Department of Transportation

City Manager Herr gave an overview of this item and showed a slide of the *Florida Department of Transportation (FDOT) Right of Way Map (see attached)*.

Assistant City Manager Stavres clarified that what was on the drawing in pink/red on the map was the City lands that would actually be donated that would allow FDOT to expand that roadway for the benefit of traffic flow. Mayor Dantzler asked if FDOT was taking the entire corner (in blue) or taking what they needed. Discussion ensued. City Manager Herr confirmed that this was a partial take.

11. ORDINANCE(S) - FIRST READING

A. O-20-26 - Winter Haven Firefighters' Pension

City Manager Herr gave an overview of this item.

There were no questions or discussion.

12. NEW BUSINESS - None

13. CITY COMMISSIONERS/LIAISON REPORTS – None

14. CITY ATTORNEY REPORT

City Attorney Murphy reported he had asked City Clerk Castillo to add a placeholder on the May 26, 2020, Regular City Commission Meeting agenda regarding a Developer's Agreement between the City of Winter Haven and Florida Can Manufacturing, LLC to meet the agenda rule. He noted this was a very good news item for the City, he would keep the Commission posted and expected closing by the end of June. Discussion ensued.

Commissioner Yates inquired on ordinances that were due for second reading (Ordinances O-20-11 and O-20-12). City Attorney Murphy said he had spoken with staff and the plan was for these ordinances to be scheduled for the June 8, 2020 Regular City Commission Meeting agenda for second reading/public hearing, however, he would confirm this.

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 – 7:00 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
Deputy City Clerk

Bradley T. Dantzler
Mayor



COVID-19: PROTECTING OUR GUESTS AND EMPLOYEES

S U M M E R 2 0 2 0

At Merlin Entertainments our mission is to create truly memorable experiences and we place the **utmost importance on the safety and wellbeing of our guests and employees.**

We have introduced a range of new health and safety measures that seek to reduce the risk associated with the presence of COVID-19 that are in line with government advice and the requirements of local health authorities.

Some of the measures set out below may be clearly visible to you from the moment you arrive at one of our attractions and others require consideration from guests to help ensure **everyone has a magical visit.**





BEFORE YOU ARRIVE



Please make sure you have made your **booking online**, where where possible.



Before leaving home, please **check our website and social media pages** for the latest information.



Please be ready to make on-site payments using a **debit or credit card**, as LEGOLAND Florida Resort no longer accepts cash.



It is highly recommended that all guests ages 3 and up **wear face coverings**. Face masks will also be available at our attraction should you require one.



We politely request that you refrain from visiting our attraction **should you start displaying any of the symptoms** associated with COVID-19. Please contact Guest Services should you need to amend your booking.



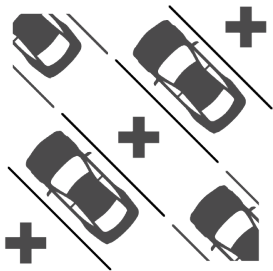
ON ARRIVAL AT OUR ATTRACTION



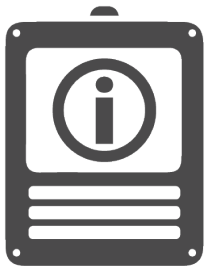
We have significantly **reduced the daily ticketed capacity** of our Park and Water Park to allow for social distancing and the best possible guest experience.



In addition to our employees undergoing daily non-invasive **temperature checks**, we will also require our guests to participate in such checks as a condition of entry. Any person who is displaying a temperature of 100.4 F or above will not be permitted into the attraction; those in their party will not be allowed entry either.



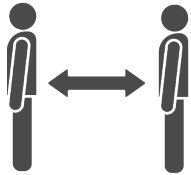
If arriving by car, we request that you follow all instructions regarding **parking arrangements**, including spacing guidance.



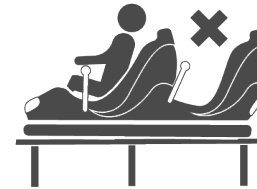
Guests will notice **new information signage** informing them of key safety messages and instructions.



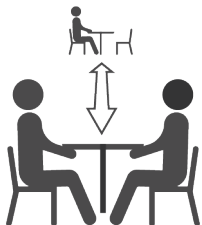
SOCIAL DISTANCING MEASURES WITHIN OUR ATTRACTION



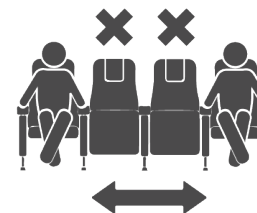
We have introduced new arrangements for the application of **social distancing within queues**.



We have developed custom plans for the application of **social distancing on our rides**, and our other attractions, in order to minimise contact between parties. Strategies for separating guests include empty rows and leaving empty seats between guests in ride vehicles.



We have introduced new arrangements for the application of **social distancing in our dining areas**. Tables and chairs have been reconfigured to ensure enough distance between seated parties. In areas where strangers are seated together, seats will be removed or blocked to ensure there is a suitable gap between guests.



Guests viewing entertainment, in the form of **live shows or theatrical scenes**, will be separated from the performances and each other in accordance with social distancing requirements.



SOCIAL DISTANCING CONTINUED...



We have introduced **new capacity limits for our indoor experiences experiences and facilities** (for example: shops, restaurants, theatres and guest service buildings). These restrictions will help ensure there is plenty of room for social distancing.



We have installed new **hygiene screens** at all of our service counters to help physically separate guests from employees.



We have **adapted or suspended some experiences and facilities** to ensure that social distancing is suitably maintained. For example, the provision of costume character 'meets and greets', some games, interactive or play areas, and props have either been modified or suspended.



We have **revised some of our standard operating protocols** in order to reduce the proximity of our employees to guests. For example, this includes the way in which we now conduct security searches at Admissions, how we perform height checks for our rides, or how we undertake guest service activities.



HYGIENE & DISINFECTION MEASURES WITHIN OUR ATTRACTION



We have introduced **Enhanced Cleaning** measures, throughout the day, which seek to disinfect high-frequency touch points, such as tables and chairs, service counters, grab and flush handles, ride restraints, door handles / plates, elevator buttons and taps.



We have introduced a **large number of hygiene stations / hand sanitiser dispensers** around the attraction, both front-of-house and back-of-house, for guests and employees to use.



We have introduced new **Deep Cleaning** measures in the event that a person presents themselves with symptoms consistent with COVID-19.



We have introduced new **Personal Protective Equipment (PPE)** requirements for a range of activities that employees routinely perform. These include mandatory face masks for our employees, disposable gloves, eye protection and hand sanitiser. The use of such equipment and clothing by our employees is both to protect them and our guests.



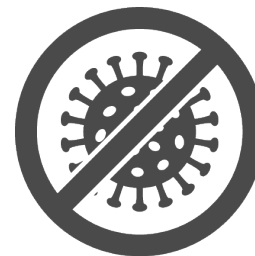
HYGIENE & DISINFECTION CONTINUED...



We have introduced **new menu offerings** across many of our food outlets to place a greater emphasis on 'Grab & Go' options. Self-service buffets and salad bars have also been reconfigured or closed to reduce the number of high-frequency touch points. Cutlery and condiments will now be provided to guests with their meal, or on request, rather than left in open areas.



As with our employees, we politely request that all our guests **uphold the highest possible hygiene standards** – whether it be when sneezing or coughing, through regular hand washing or the frequent application of hand sanitiser.



Our employees now participate in **COVID-19 specific training programs** instructing them how to stay safe as well as how to keep our guests safe.

We hope these new health and safety measures provide our guests with confidence and eagerness to visit any one of our attractions. These are unprecedented times for all communities around the world, and while every effort is being taken to protect the

safety and wellbeing of our guests, everyone should inform themselves of the risks, conditions and personal responsibilities before they visit.

**We thank you for your time and understanding.
Now, let's make new magical memories together!**



WINTER HAVEN

The Chain of Lakes City

Office of the Mayor

May 18, 2020

The Honorable Halsey Beshears
Secretary
Florida Department of Business and Professional Regulation
2601 Blair Stone Road
Tallahassee, Florida 32399-1027

RE: Re-opening LEGOLAND Attraction in City of Winter Haven, Florida

Dear Secretary Beshears:

As a resident of the Sunshine State, I thank both you, and the Governor, for your leadership during the Coronavirus epidemic, an event that has caused turmoil through every segment of our society. On behalf of the City of Winter Haven, I ask that you help us recover through one of our most powerful economic engines, tourism. Like much of the State, the City of Winter Haven understands how important tourism is to the economy of the State, Polk County, and the City of Winter Haven, which provides not only more than 21,000 jobs, but \$460 million in wages and \$2.4 billion in total economic impact.

The image is the standard for the American summer vacation – mom and dad, with children in tow, walking toward one of Florida's many grand attractions. But that image – and the lives of 1,500 LEGOLAND Florida Resort employees – is currently on hold due to the coronavirus epidemic.

The ripples from LEGOLAND being closed flow well beyond the walls of the resort, even with the delayed opening of one of their major investments, the five-story Pirate Island Hotel. Considered one of the "big three" for Central Florida attractions, along with Disney and Universal, an empty LEGOLAND affects more than just the City of Winter Haven.

To their credit, the staff at LEGOLAND know this and have been in contact with the Polk County Tourism and Sports Marketing staff since the earliest days of the epidemic. Working with the international management at Merlin Entertainments Ltd. – known around the world for their stellar reputation for sanitation and safety standards – they will utilize cutting edge advancements, which Merlin is known for, to ensure the safety of their guests and employees. Since May 4, Polk County Tourism and Sports Marketing

staff have been in constant contact with Rex Jackson, LEGOLAND's General Manager. They have reviewed their reopening and safety plans, and the City has full confidence in the strategies LEGOLAND will implement to safely re-open, especially given their goal to only target season pass holders and in-state residents.

The City of Winter Haven stands ready to work with you and your staff to discuss or provide any additional information that you may need to approve their request. I thank you in advance for your attention to this matter. The City of Winter Haven thanks you and Governor DeSantis for your continued leadership during this crisis.

Sincerely,



Mayor Bradley T. Dantzler
City of Winter Haven, Florida

Proposed City Recreation Facility Opening Phasing Plan

Phase 1 April 27, 2020 Commission Meeting		
Facility	Impact	Open Date
MLK Park	All Areas Open/No Special Events	1-May
W.G. Roe Park	All Areas Open/No Special Events	1-May
Lake Howard East	All Areas Open/No Special Events	1-May
Lake Martha Boat Ramp	All Areas Open/No Special Events	1-May
Lake Maude Boat Ramp	All Areas Open/No Special Events	1-May
Patterson Park	All Areas Open/No Special Events	1-May
Joyce Davis Park	All Areas Open/No Special Events	1-May
Virginia Miller Park	All Areas Open/No Special Events	1-May
Central Park	All Areas Open/No Special Events	1-May
South Central Park	All Areas Open/No Special Events	1-May
Magnolia Park	All Areas Open/No Special Events	1-May
South Lake Howard Nature	All Areas Open/No Special Events	1-May
Sunset Park (Lake Howard)	All Areas Open/No Special Events	1-May
Tranquility Park (Lake Shipp)	All Areas Open/No Special Events	1-May
Howard/Cannon Mini	All Areas Open/No Special Events	1-May
Heritage Park	All Areas Open/No Special Events	1-May
Inman Park	All Areas Open/No Special Events	1-May
Interlocken Park	All Areas Open/No Special Events	1-May
Lake Mirror Vista	All Areas Open/No Special Events	1-May
Aldora Park	All Areas Open/No Special Events	1-May
Willowbrook Golf Course	All Areas Open/No Special Events	1-May
Winter Haven Tennis Center	All Areas Open/No Special Events	1-May
Chain of Lakes Trail	All Areas Open/No Special Events	1-May

Phase 2 April 27, 2020 Commission Meeting		
Facilities with Playground Structures	Impact	Open Date
Lake Shipp Park	All Areas Open/No Special Events	15-May
Lake Hartridge Nature Park	All Areas Open/No Special Events	15-May
Trailhead Park	All Areas Open/No Special Events	15-May
Rotary Park	All Areas Open/No Special Events	15-May
Lions Park	All Areas Open/No Special Events	15-May
Lake Maude Nature Park	All Areas Open/No Special Events	15-May
Lake Maude Park	All Areas Open/No Special Events	15-May
Tugerson Field	Field Open/No Rentals or Leagues	15-May
Birdsong Field	Field Open/No Rentals or Leagues	15-May
Winter Haven Recreational & Cultural Center Playground	Playground Open	15-May
Sportmans Park	All Areas Open/No Special Events	15-May
Malcolm Park	All Areas Open/No Special Events	15-May
Girl Scout Park	All Areas Open/No Special Events	15-May
Kiwanis Park	All Areas Open/No Special Events	15-May

Phase 3 May 11, 2020 Commission Meeting		
Athletic Facilities	Impact	Open Date
Rowdy Gaines Pool	Open for Swim Team & Lap Swim Only	29-May
PSC Soccer Complex	Fields Open/No Rentals	29-May
DiamondPlex	Fields Open/No Rentals or Leagues	29-May
Chain of Lakes Park	Fields Open/No Rentals or Leagues	29-May
Sertoma Park	Fields Open/No Rentals or Leagues	29-May

Phase 4 May 11, 2020 Commission Meeting		
Recreation Centers / Buildings	Impact	Open Date
Winter Haven Public Library	All Areas Open/No Rentals	5-Jun
Winter Haven Senior Center	All Areas Open/No Rentals	5-Jun
Winter Haven Recreational & Cultural Center	All Areas Open/No Rentals	5-Jun
AdventHealth Fieldhouse	All Areas Open/No Rentals	5-Jun
Rowdy Gaines Pool	Open for Recreational Swim/No Rentals	5-Jun
Winter Haven Recreational & Cultural Center Pool	Open for Recreational Swim/No Rentals	5-Jun

Phase 5 May 11, 2020 Commission Meeting		
Rental Venues	Impact	Open Date
AdventHealth Fieldhouse	Open for Rental Use	12-Jun
All City Facilities	Open for Rental/Special Event/Programs	12-Jun

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-123

(Full Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on April 29, 2020, I issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

WHEREAS, Executive Order 20-112 did not exhaust the recommendations of the proposed Phase 1 included in the White House's Guidelines for Re-Opening America Again.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Executive Order 20-112, as modified by Executive Order 20-120, is extended as further modified by this order below, bringing all Florida counties into Full Phase 1.

Section 1. Restaurants, Retail, Museums and Gyms

- A. Restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, may serve patrons at indoor seating so long as they limit indoor occupancy up to fifty (50) percent of their seating capacity, excluding employees. The requirement for a minimum of 6 feet between parties is superseded to the extent appropriate partitioning is in place. Bar counters are to remain closed to seating, and

outdoor seating remains available with social distancing. The Department of Business and Professional Regulation (DBPR) will post and update appropriate safety measures on its website.

- B. In-store retail sales establishments may operate up to fifty (50) percent of their building occupancy and abide by the safety guidelines issued by the CDC and OSHA.
- C. Museums and libraries may operate up to fifty (50) percent of their building occupancy, provided, however, that local public museums and local public libraries may operate only if permitted by local government.
- D. Gyms and fitness centers may operate up to fifty (50) percent of their building occupancy so long as they adopt safety measures including appropriate social distancing for classes and sufficient cleaning supplies to ensure, at a minimum, patrons' individual self-cleaning of surfaces and machines using sanitation wipes following each use. DBPR will post and update best practices on its website.

Section 2. Professional Sports Venues

Professional sports may operate in the State of Florida and venues may host training, competitions, events and games. This provision shall preempt any local rule prohibiting a professional sports team conducting, or the operations of the venue from hosting, those sports activities at facilities in the State.

Section 3. Amusement Parks

Amusement parks may submit a re-opening plan to the State of Florida that includes a proposed date for resumption of operations and proposed guidelines to ensure guest and staff safety. Requests to re-open must include an endorsement letter from the County Mayor or in absence of a county mayor from the City Mayor and County Administrator. This request shall

identify a future date certain for re-opening and verify that the official has approved a re-open plan to ensure patron and staff safety.

Section 4. Vacation Rentals

Counties may seek approval to operate vacation rentals with a written request from the County Administrator and the county's safety plan for vacation rental operations submitted to the DBPR Secretary. DBPR will post and update guidance on its website.

Section 5. Local Government Public Meetings Order Extended

The Executive Order 20-69 is extended for the duration of this order.

Section 6. Enforcement

This order shall be enforced under section 252.47, Florida Statutes. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 7. Effective Date

This order is effective at 12:01 a.m. on Monday, May 18, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 14th day of May, 2020.

A large, stylized handwritten signature in black ink, which appears to be "Ron DeSantis".

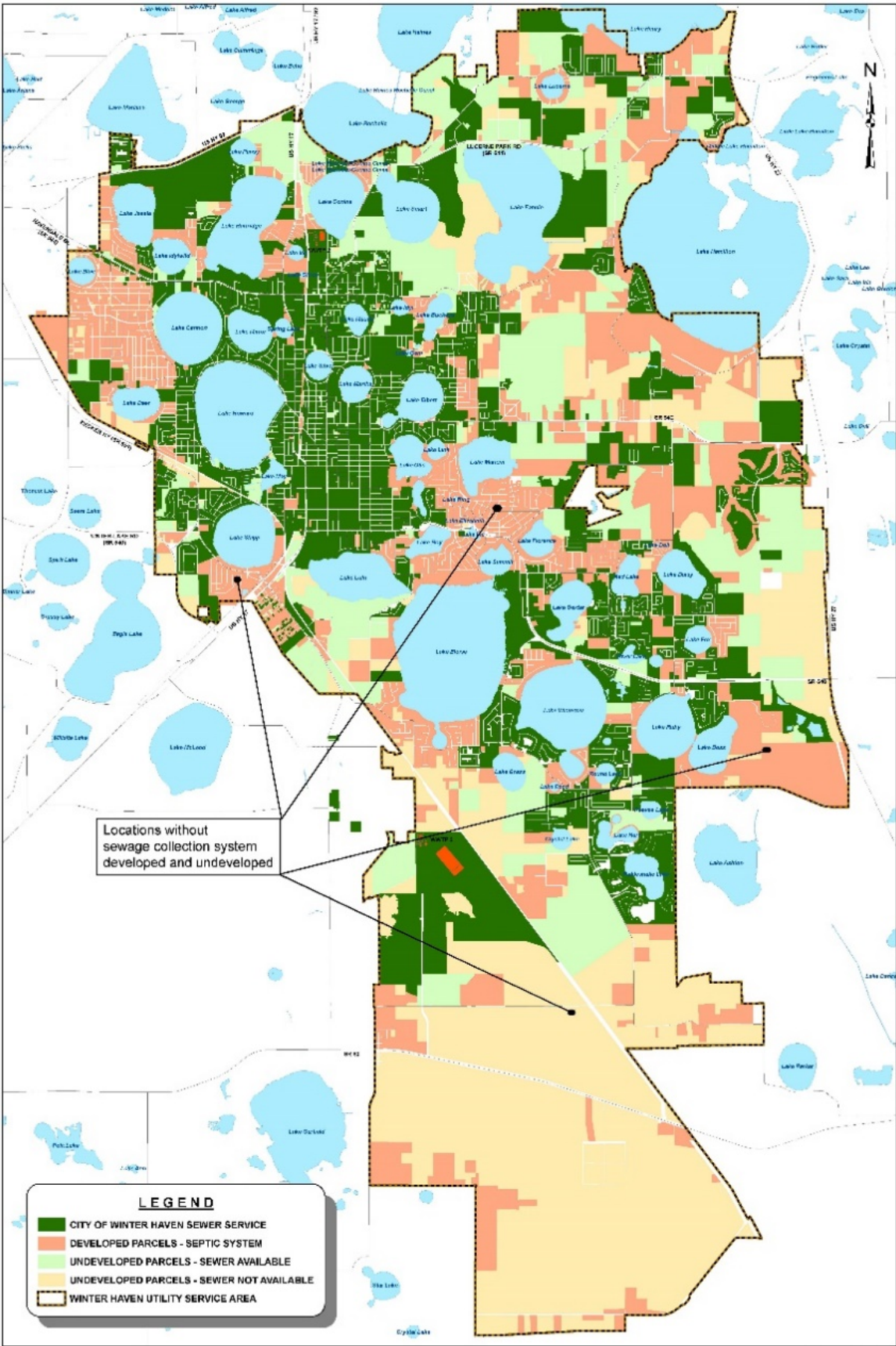
RON DESANTIS, GOVERNOR

ATTEST:

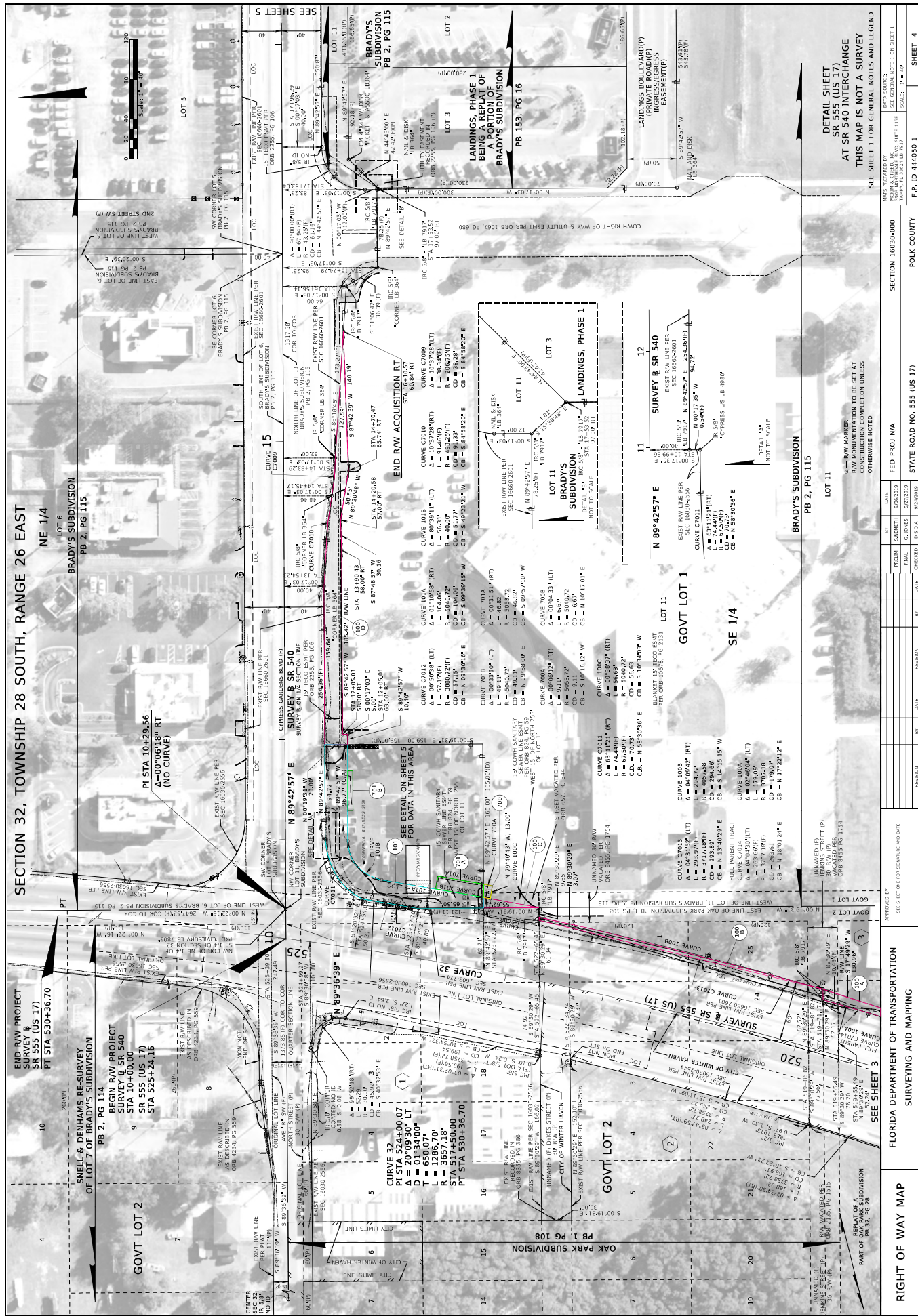
A handwritten signature in black ink, which appears to be "Laurel M. Lee".
SECRETARY OF STATE

FILED
2020 MAY 15 AM 10:56
TALLAHASSEE, FLORIDA

City of Winter Havens, Utility Service area without sewer collection system



**SANITARY SEWER SERVICE
CITY OF WINTER HAVEN**



WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING MINUTES

TUESDAY, May 26, 2020 at 6:00 P.M.

Held Via Zoom Platform-Communications Media Technology

Pursuant to Resolution R-20-25

Also livestreamed over the City's Facebook page

Winter Haven, FL 33881

1. **CALL TO ORDER** - Mayor Dantzler called the virtual meeting to order at 6:03 p.m. and read a script (*see attached*) aloud.

(*Commissioner Mercer entered the virtual meeting at 6:05 p.m.*)

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

Commissioners Present: Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners James "J.P." Powell, Brian Yates, and Tracy Mercer

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; Smart City Officer Hiep Nguyen; Parks, Recreation and Culture Director Travis Edwards; Public Works Director Michael "M.J." Carnevale; and Economic Opportunity and Community Investment Director Eric Labbe.

3. **INVOCATION** – Travis Edwards, Parks, Recreation and Culture Director

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

City Attorney Murphy made announcements regarding the holding of this meeting via Communications Media Technology and the different channels of communication afforded the members of the public who wished to participate in the meeting tonight and provide comments to the City Commission.

5. **PRESENTATION(S)**

A. FY 2019 City of Winter Haven Comprehensive Annual Financial Report

City Manager Herr gave a brief overview and introduced Julie Fowler, CPA at CliftonLarsonAllen, the City's External Auditor, who would be giving a presentation and said he and Financial Services Director Bowen would answer any questions.

Ms. Fowler gave a *City of Winter Haven Audit of the Fiscal Year Ending September 30, 2019* PowerPoint presentation (*see attached*) going over each slide in more detail.

B. COVID-19 Update and Discuss Summer Camp - Travis Edwards, Parks, Recreation and Culture Director and Charlie Bird, Public Safety Director

Parks, Recreation and Culture Director Edwards presented a Centers for Disease Control www.CDC.gov/coronavirus Youth Programs and Camps during the COVID-19 Pandemic model (see attached) and gave details on procedures in more detail.

There were discussions regarding the online application first-come first-serve system to participate in summer youth camp; the summer feeding program which was extended until August; if another facility could be used, however, the City was maxed out and staff was limited; the number of staffing at the three specialized camps; online and packet pickup registration; if staff had consulted with other camps in the community; and if front line workers could receive priority registration. Discussion ensued. Assistant City Manager Stavres said they had contacted the counties of Palm Beach, Dade and Broward and added that the Winter Haven Public Library would open on June 5, 2020 at 50% capacity. Parks, Recreation and Culture Director Edwards confirmed that accommodations once the government lifted restrictions would come from CDC recommendations.

6. MINUTES

A. May 6, 2020 Agenda Review Session Minutes

B. May 11, 2020 Regular City Commission Meeting Minutes

Mayor Dantzler stated anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record or raising their hand if they were in attendance virtually. No one spoke for or against.

Motion by Commissioner Powell to approve the sets of minutes as presented.

Upon a roll call vote, motion carried 5:0.

7. COMMENTS FROM THE AUDIENCE – None

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

9. CONSENT AGENDA

A. External Auditor Proposal

B. Award of 2020 Task Orders 1.0-7.0 for Reclaimed Water, Force Main, Fiber Interconnect, Construction Engineering and Inspection (CEI) Services, to Jones Edmunds and Associates, (Winter Haven, FL)

C. Award of Contract to Wright-Pierce, Inc. (Lakeland, FL), for Septic to Sewer Master Plan Feasibility Study

D. Award of Contract to Atkins, North America, Inc. for Design of Potable Water Interconnects with Town of Dundee and the City of Eagle Lake

- E. Southwest Florida Water Management District (SFWMD) Cooperative Funding Agreement for the South Lake Conine Wetland Restoration/Stormwater Treatment Project (W773) Amendment 1**
- F. American Public Works Association (APWA) Accreditation**
- G. Federal Aviation Administration (FAA) Coronavirus Aid, Relief, and Economic Security Act (CARES) Act Grant**
- H. Award RFQ 20-35 for Taxiway B Rehabilitation Design & Bidding**

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

Mayor Dantzler stated anyone wishing to speak to the consent agenda could come forward via the Zoom platform or at the podium at the John Fuller Auditorium in City Hall and state their name and address for the record. No one spoke for or against.

Upon a roll call vote, motion carried 5:0.

10. RESOLUTION(S)

A. R-20-32 - Agreement with FDOT for Highway Lighting Maintenance

City Attorney Murphy read Resolution R-20-32 by title only and City Manager Herr presented.

Motion by Mayor Pro Tem Birdsong to approve Resolution R-20-32.

Mayor Dantzler requested comments from the audience and/or the public participating in the meeting virtually. No one spoke for or against.

Upon a roll call vote, motion carried 5:0.

B. R-20-33 - Donation of City Right-Of-Way to the Florida Department of Transportation

City Attorney Murphy read Resolution R-20-33 by title only and City Manager Herr presented.

Motion by Commissioner Powell to approve Resolution R-20-33.

Mayor Dantzler requested comments from the audience and/or the public participating in the meeting virtually. No one spoke for or against.

Mayor Dantzler inquired if we could ask the Florida Department of Transportation (FDOT) for the cost for the corner property. City Manager Herr said he would call the FDOT on that matter.

Upon a roll call vote, motion carried 5:0.

11. ORDINANCE(S) - FIRST READING

A. O-20-26 - Winter Haven Firefighters' Pension

City Attorney Murphy read O-20-26 by title only.

Mayor Dantzler reported this item would come back for a second reading and public hearing at the June 8, 2020, Regular City Commission Meeting.

12. NEW BUSINESS - None

13. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Pro Tem Birdsong reported the following: attended a couple of meetings via the virtual ZOOM platform as well as a Multi-use Corridors of Regional Economic Significance (M-CORES) Meeting. In the ZOOM meeting with Representative Soto, it was discussed and information was provided that Polk County was not at the state's average as it related to the response to the 2020 Census. There was also discussion on videos to play as a presentation during our City Commission virtual Zoom meetings to encourage people to fill out the census forms. Lastly, the Heroes Act, which was currently in the House of Representatives, was also discussed.

Commissioner Powell – no report.

Commissioner Mercer reported attending a Polk Regional Water Cooperative Meeting (PRWC) Meeting.

Commissioner Yates reported the following: attended a Main Street Winter Haven (MSWH) Board Meeting where they had given kudos to City staff for handling the COVID-19 crisis; expressed that the Wi-Fi hot spots throughout the City were wonderful; attended two virtual Greater Winter Haven Chamber of Commerce "Coffee & Conversation" events; and attended a Heart for Winter Haven Local Housing Partnership Meeting to review their SWOT (strengths, weaknesses, opportunities, strengths) analysis of affordable housing. Lastly, he said that anytime he was out in the community, he received compliments regarding City staff.

Mayor Dantzler reported the following: did a part 2 interview with City Manager Herr on the 97.5 WPCV radio station which he believed would air on a Saturday at 8:00 a.m.; and attended a Polk Vision Board of Directors Meeting where the 2020 Census was discussed and that there was push for communities to promote the census. Assistant to the City Manager Sheehan reported she had been working with Polk Vision staff to help encourage people to complete the census. Word of mouth was the best way to promote and the push to encourage would be continued.

Mayor Dantzler asked how much longer the Commission would be allowed to conduct meetings via the ZOOM [virtual meeting platform] without a quorum physically in attendance at the meeting in a City Building. City Attorney Murphy said he did not know, however, he was assuming the City was good to continue with such virtual meetings until the Governor issues an Executive Order addressing this issue by rescinding his waiver of the in person physical quorum requirement. For now the June 3 City Commission Work Shop Meeting and the June

8, 2020, Regular City Commission Meeting had been noticed accordingly. The Planning Commission would be conducting its first post-COVID-19 meeting on June 16, 2020, at the Nora Mayo Hall in the Florida Citrus Building with an in person physical quorum of Planning Commission members present and open to the public. In addition there would be an overflow room in the John Fuller auditorium connected to the meeting as well as the ability for members of the public to attend virtually via a Zoom Platform and that the meeting had been noticed accordingly. He discussed this process in more detail. He would continue to monitor the issuance of Executive Orders by Governor DeSantis and advise the City accordingly. but until any Executive Orders were issued, we were good for now. Lastly, he reported that the second readings/public hearings for Ordinances 0-20-11, O-20-12 and O-20-26 would be held at the June 8, 2020, Regular City Commission Meeting.

14. **CITY ATTORNEY REPORT** - None

15. **CITY MANAGER REPORT**

A. Fire Station 3 Groundbreaking

City Manager Herr gave an overview of this item and Assistant to the City Manager Donna Sheehan provided further details on the ceremony. She noted it would take place on Friday, May 29, 2020 at 9:00 a.m. and would also be livestreamed on Facebook

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** – 7:14 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

Vanessa Castillo, MMC
Deputy City Clerk

Bradley T. Dantzler
Mayor

Regular Meeting of the Winter Haven City Commission – May 26,
2020 held virtually

Statement of the Mayor/Chair

Pursuant to Executive Orders No. 20-69, No. 20-112, No. 20-121 and 20-123, issued by the Office of Governor Ron DeSantis, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes. Procedures for public comment will be explained by the City Attorney shortly. The members of the City Commission appearing remotely for this meeting are *Commissioners Tracy Mercer, Brian Yates, JP Powell, Mayor Pro Tem Nat Birdsong, and me, Brad Dantzler, Mayor/Chair.*

I hereby call to order this virtual Regular Meeting of the Winter Haven City Commission on Tuesday, May 26, 2020 at 6:00 P.M.

The invocation will be given by Travis Edwards – Parks, Recreation & Culture Director.

The Pledge of Allegiance will be led by the City Clerk, Vanessa Castillo, MMC.

City Attorney, please state the procedures to be followed during this meeting.

[remainder read by the City Attorney]

- The material for each item on the agenda is available during business hours at the city clerk's office and on-line, 24 hours a day

at www.mywinterhaven.com or via http://winterhaven-fl.granicus.com/ViewPublisher.php?view_id=1.

- As more particularly described at the April 13, 2020, City Commission meeting, the City of Winter Haven is using a Zoom platform to hold the May 26, 2020 Virtual Regular City Commission meeting.

- Any person may be heard by the City Commission, through the Mayor/Chair and upon registering pursuant to the published notice for not more than five minutes, on any proposition before the City Commission, unless modified by the Mayor/Chair. Since this is a virtual meeting as authorized by the Governor of the State of Florida, and the City Commission members of the public wishing to address the body may do so by visiting the Zoom platform identified in the Notice of this meeting and will be recognized if you desire to speak at the appropriate time. The public also was given the opportunity to submit their written comments via the online comment form on the City's website. Members of the public were also given the opportunity to leave a voice message by calling (863) 292-8005 to provide comments via the dedicated City of Winter Haven public comment voicemail. All comments submitted will be included as part of the public record for this virtual meeting and will be considered by the City Commission prior to any action taken. The City will also accommodate any speakers desiring to appear in person, in the John Fuller Auditorium at City Hall subject to all applicable emergency measures in place to prevent the further spread of COVID-19. Speakers who appear in person will be subject to screening for symptoms of COVID-19. Any persons exhibiting any symptoms of COVID-19 will not be permitted to enter the John Fuller Auditorium at City Hall where the public may appear to make comments. All interested parties are required to abide by all State, County, and local emergency orders and are urged to remain at home and practice social distancing. If the proposition is being continued or rescheduled, the opportunity to be heard may

be at such later date, before the City Commission takes action on such proposition.

- When addressing the City Commission, the member of the public must first state his or her name, and what item will be spoken about.
- Anyone wishing to appeal any decision made by the City Commission for any matter considered at this meeting may need a verbatim record of the item. A video of this meeting may be requested from the City Clerk's Office or viewed online at www.mywinterhaven.com.
- Please silence all cell phones and other noise-making devices.
- Any person with a disability requiring assistance, auxiliary aids, and services for this meeting may notify the City Clerk.
- Please note Commissioners have generally been briefed by City staff and the City Attorney on items on the agenda today.

Commissioners, all the notice provisions set forth and the uniform rules of procedures for this Virtual meeting as previously indicated in the City Commission meeting held April 13, 2020, are in place. Thank you.

I would recommend that all votes on matters of business at this meeting be conducted by Roll Call Vote so the Record is clear.

Back to you Mayor.

City of Winter Haven

Audit of the Fiscal Year Ending September 30, 2019

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor





Financial Statement Overview

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

City of Winter Haven

Statement of Net Position

September 30, 2019

	<u>2019</u>
Assets & Deferred Outflows of Resources:	
Current and Other Assets	\$ 140,730,399
Capital Assets	166,763,681
Deferred Outflows	<u>10,566,647</u>
Total Assets & Deferred Outflows	318,060,727
Liabilities:	
Current Liabilities	18,231,595
Net Pension Liability	26,170,614
Total OPEB Liability	33,376,306
Noncurrent Liabilities	100,485,673
Deferred Inflows	<u>3,879,254</u>
Total Liabilities & Deferred Inflows	182,143,442
Net Position:	
Net Invest in Capital Assets	71,107,846
Restricted	29,184,067
Unrestricted	<u>35,625,372</u>
Total Net Position	<u>\$ 135,917,285</u>



City of Winter Haven

General Fund

Revenues, Expenditures & Changes in Fund Balance

Year Ended September 30, 2019

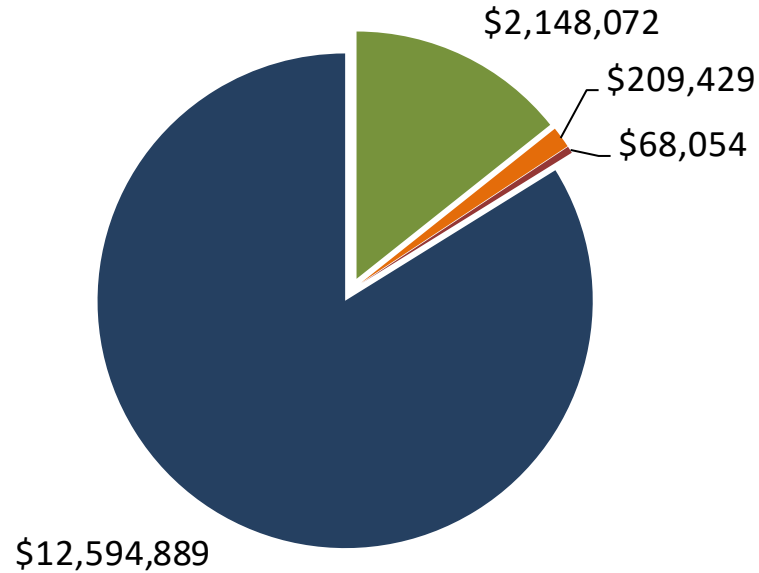
	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenue	\$37,055,752	\$37,941,377	\$ 885,625
Expenditures	(35,854,216)	(33,687,609)	2,166,607
Other Financing Sources & Uses, Net	<u>(4,201,536)</u>	<u>(4,226,208)</u>	<u>(24,672)</u>
Net Change in Fund Balances	<u><u>\$ (3,000,000)</u></u>	<u><u>\$ 27,560</u></u>	<u><u>\$ 3,027,560</u></u>

City of Winter Haven

General Fund

Fund Balance

Year Ended September 30, 2019

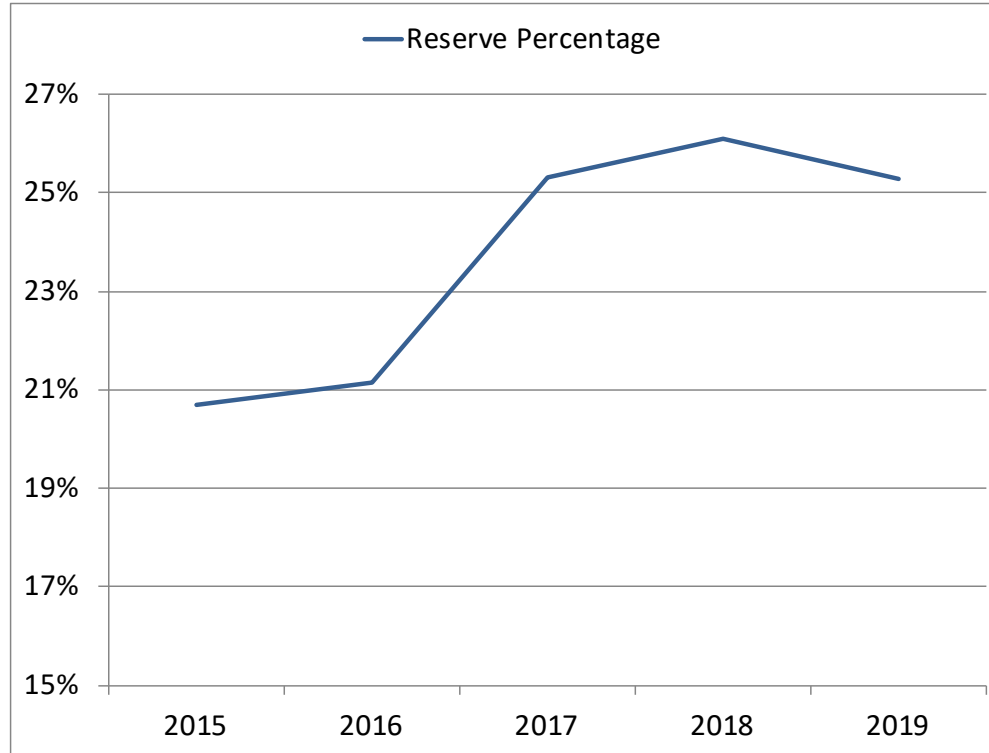


■ Nonspendable ■ Restricted ■ Assigned ■ Unassigned

City of Winter Haven

General Fund

Unassigned Fund Balance as a Percentage of Next Year's Budgeted Expenditures & Transfers Out



City of Winter Haven

Enterprise Funds

Revenue, Expenses & Changes in Net Position

Year Ended September 30, 2019

	2019
Operating Revenue	\$ 44,736,400
Operating Expenses	29,477,178
Operating Income	15,259,222
Nonoperating Revenue (Expenses)	478,936
Capital Grants & Contributions	2,258,103
Transfers In (Out)	(7,607,719)
Change in Net Position	10,388,542
Net Position - Beginning of Year	62,279,633
Net Position - End of Year	\$ 72,668,175



Results of Procedures

WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor

Audit Services Performed

Financial Statements

- Financial statement audit for the year ending September 30, 2019, in accordance with *Government Auditing Standards*

Federal Compliance

- Federal Single Audit in accordance with *Uniform Guidance (UG)*

State Compliance

- Examination of compliance with Florida Statute 218.415

Results of Procedures

Independent Auditors' Report

- Unmodified Opinion

Report on Internal Control over Financial Reporting, Compliance and Other Matters (GAS)

- Internal Control: 2019-001 – Material Adjustments
- Internal Control: 2109-002 – Bank Reconciliations
- Compliance: No instances of noncompliance reported

Report on Compliance with Major Federal Program

- Compliance: Unmodified opinion on compliance
- Internal Control: 2019-003 – Cash Management

Management Letter

- No findings or other matters reported

Examination Report

- Unmodified Opinion on compliance with FS 218.415





Julie Fowler, CPA

Signing Director

Julie.Fowler@CLAconnect.com

863-202-8116

Sarah Timmons, CPA

Manager

Sarah.Timmons@CLAconnect.com

863-202-8122

Jay Gray, Jr, CPA

Principal

Jay.Gray@CLAconnect.com

863-656-7404



YOUTH PROGRAMS AND CAMPS DURING THE COVID-19 PANDEMIC



The purpose of this tool is to assist directors or administrators in making (re)opening decisions regarding youth programs and camps during the COVID-19 pandemic. It is important to check with state and local health officials and other partners to determine the most appropriate actions while adjusting to meet the unique needs and circumstances of the local community.

Should you consider opening?

- ✓ Will reopening be consistent with applicable state and local orders?
- ✓ Are you ready to protect children and employees at higher risk for severe illness?
- ✓ Are you able to screen children and employees upon arrival for symptoms and history of exposure?

ANY
NO



Are recommended health and safety actions in place?

- ✓ Promote healthy hygiene practices such as hand washing and employees wearing a cloth face covering, as feasible
- ✓ Intensify cleaning, disinfection, and ventilation of facilities and transport vehicles/buses
- ✓ Encourage social distancing through increased spacing, small groups, and limited mixing between groups, and staggered scheduling, arrival, and drop off, if feasible
- ✓ Where feasible, adjust activities and procedures to limit sharing of items such as toys, belongings, supplies, and equipment
- ✓ Train all employees on health and safety protocols

ALL
YES



ANY
NO



MEET
SAFEGUARDS
FIRST

Is ongoing monitoring in place?

- ✓ Develop and implement procedures to check for signs and symptoms in children and employees daily upon arrival, as feasible
- ✓ If feasible, implement enhanced screening for children and employees who have recently been present in areas of high transmission, including temperature checks and symptom monitoring
- ✓ Encourage anyone who is sick to stay home
- ✓ Plan for if children or employees get sick
- ✓ Regularly communicate and monitor developments with local authorities, employees, and families regarding cases, exposures, and updates to policies and procedures
- ✓ Monitor child and employee absences and have a pool of trained substitutes, and flexible leave policies and practices
- ✓ Be ready to consult with the local health authorities if there are cases in the facility or an increase in cases in the local area

ALL
YES



ALL
YES



OPEN
AND
MONITOR

ANY
NO



MEET
SAFEGUARDS
FIRST



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
April 13, 2020

DATE: March 13, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-20-11:** Request by Richard E. Devore to rezone a parcel from Highway Commercial (C-3) zoning district to Multifamily Residential- High Density (R-5) zoning district. **General Location:** 510 Avenue J, NW. The area covered by this request is 0.65± acres.

BACKGROUND:

Richard E. Devore requests the City rezone a parcel from Highway Commercial (C-3) zoning district to Multifamily Residential- High Density (R-5) zoning district. The property subject to this request is located at 510 Avenue J, NW and contains 0.65 acres. There are two buildings, constructed in 1925 and 1960, containing a total of seven residential units located on the property. The property is presently designated Primary Activity Center on the 2025 Future Land Use Map.

The petitioner is requesting this change for the purpose of allowing the existing residential units to become legal conforming uses. Long term, there are plans to possibly add two additional units to the property. All access to the property is from Avenue J, NW and ultimately US Highway 17.

Based on 0.65 acres, the maximum development potential of the subject property under the proposed R-5 zoning is 23 residential units at 35 units per acre. With the exception of delicatessens and childcare facilities, no stand-alone commercial uses are permitted in the R-5 zoning district; however, a hotel/motel or professional office can be approved by Special Use.

SURROUNDING USES:

Surrounding uses include single-family residential to the north across Avenue J, NW, the Chain of Lakes Trail and Martin Luther King Park to the east, a private school and dance studio to the south, and a motel and Wendy's restaurant to the west. Avenue J, NW, like several nearby streets extending east from US Highway 17, is a dead-end street. Each of these dead-end streets contain a mixture of residential uses to the rear of the commercial uses fronting US Highway 17.

SUPPORTING INFRASTRUCTURE ANALYSIS:

Water and Sewer:

The subject parcel is presently served by both City water and sewer service. There will be no immediate increase in demands as a result of this request; however, should the parcel be redeveloped in the future, water and sewer concurrency shall be reviewed at the time of site plan approval.

Transportation:

Access to the subject property is from Avenue J, NW, a two-lane local street connecting to US Highway 17, a five-lane arterial roadway. As the property is presently developed with seven residential units, there will be no increased demands on the supporting roadway network. Should the property be redeveloped in the future, it will not be subject to transportation concurrency as the property lies within the City's Transportation Concurrency Exception Area as established by Transportation Element Policy 1.1.2.

COMPREHENSIVE PLAN:

The current adopted Future Land Use is Primary Activity Center. The requested R-5 zoning district is consistent with the Primary Activity Center Future Land Use designation.

NOTIFICATION:

All public notification requirements for this request were met. These requirements include:

- A sign posted on the subject property February 14, 2020;
- A legal ad appearing in the News Chief February 14, 2020; and
- Individual notices mailed to all property owners located within 500 feet of the subject property February 14, 2020.

Prior to second reading of the ordinance, tentatively scheduled for April 27, 2020, a legal ad will be run in the April 17, 2020 edition of the News Chief.

CONCLUSION:

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

- Current uses on the property were developed prior to the current C-3 zoning and preceding Business Retail (BR) zoning which was created in 1970;
- Given the subject property is located on a dead-end street, approximately 225 feet east of US Highway 17, there is a low likelihood of highway commercial uses being developed on the property due to poor access and poor visibility; and
- Within the last five to seven years, two similar properties located in this general area have been rezoned from C-3 to a zoning district which allows residential uses.

FINANCIAL IMPACT:

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its March 3, 2020 regular meeting, unanimously voted to recommend approval of this request. There were two comments from the public relating to crime in the area and current overall condition of the subject property.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-20-11.

ATTACHMENTS:

Future Land Use Map

Zoning Map

Aerial Map

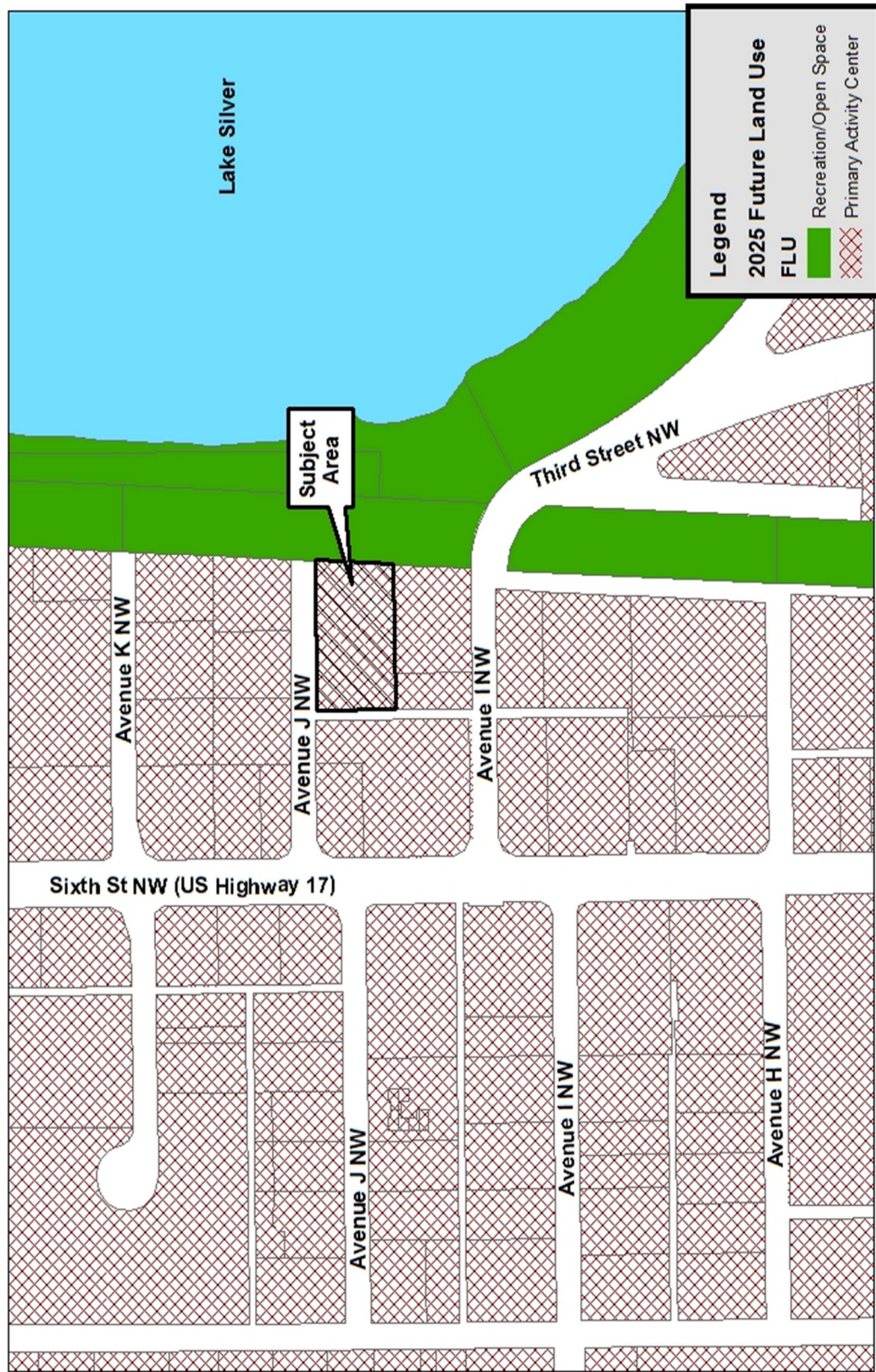
Section 21-40 Residential Multi-family- High Density (R-5) Zoning District

Table of Land Uses

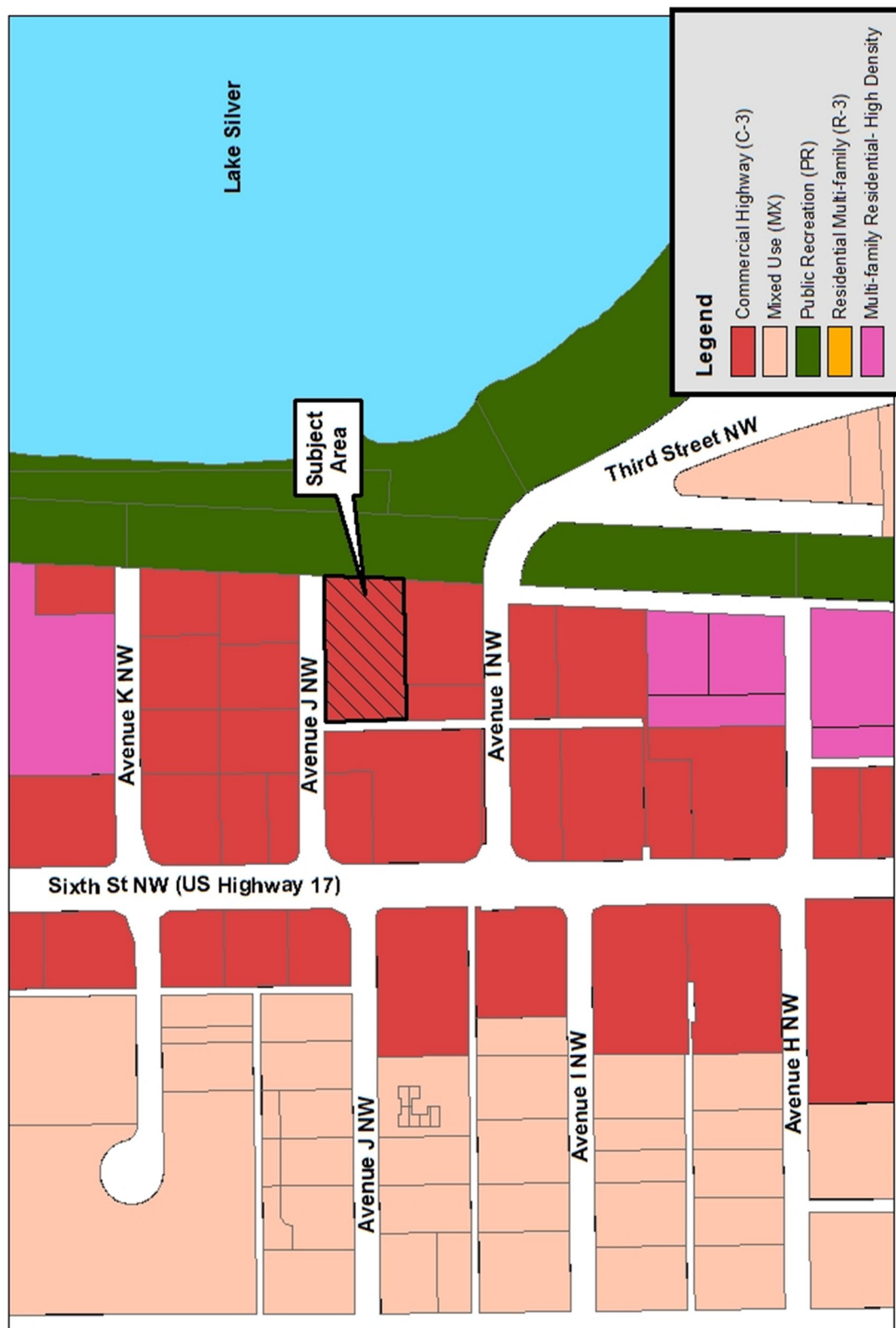
Proof for February 14, 2020 Planning Commission Legal Ad

500-foot Property Owner Notification

Ordinance O-20-11



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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Section 21-40 Mixed Use (R-5) Zoning District

UNIFIED LAND DEVELOPMENT CODE

§ 21-40

- (2) Home occupation uses are permitted as long as they are an activity conducted in a residential dwelling unit that employs on-site only members of the immediate family residing there. Specific regulations are contained in section 21-211 of this Code.
(Ord. No. O-00-09, Art. 2 (2.02.03.05), 4-24-00; Ord. No. O-00-28, § 1(E), 10-2-00)

Sec. 21-39. R-4 Multifamily residential.

- (a) Future land use classification: Residential—High density.

(b) The purpose of this district is to provide areas for high density residential development, which permits a wide range of attached types of dwelling units with the necessary and incidental accessory uses that are normally located with the principal use. The maximum density permitted in any R-4 high density residential district shall not exceed fifteen (15) dwelling units per gross acre (15du/1ac).

- (c) Other requirements:

- (1) Clubhouses and similar facilities are permitted on parcels retained by the developer or dedicated to and maintained by a homeowners association.
- (2) Home occupation uses are permitted as long as they are an activity conducted in a residential dwelling unit that employs on-site only members of the immediate family residing there. Specific regulations are contained in section 21-211 of this Code.
(Ord. No. O-00-09, Art. 2 (2.02.03.06), 4-24-00; Ord. No. O-00-19, § 3(B), 4-24-00)

Sec. 21-40. R-5 Multi-family residential—High density.

(a) Permissible future land use classifications. The R-5 zoning district may be assigned to properties designated as primary activity center, residential—high density, or regional activity center on the city's future land use map.

(b) The purpose of the R-5 multi-family residential—high density district is to provide areas attached residential uses in multi-story buildings at high densities along with the incidental accessory and supporting uses that may be located with the principal use. Within the R-5 zoning district, the maximum density for individual parcels shall be as follows:

<i>Parcel's Adopted Future Land Use</i>	<i>Maximum Permitted Density</i>
Residential—High density	25 units per gross acre Within 660 feet of an existing or proposed transit route: 28 units per gross acre
Primary Activity Center	Local street: 15 units per gross acre Collector or arterial street: 35 units per gross acre Within 660 feet of a transit route or terminal: 35 units per gross acre
Regional activity center	20 units per gross acre

The minimum residential density within the R-5 zoning district shall be 10 units per gross acre.

(c) *Building form requirements.* All development within the R-5 zoning district shall follow the building form requirements as set forth below in Table 21-40:

Table 21-40
R-5 Zoning District Development Standards

Lot and Building Standard		Requirement	
Lot area	Minimum 10,000 square feet		
Lot width	Minimum 75 feet		
Lot depth	Minimum 100 feet		
Living area	Minimum 400 square feet		
Front Building Setback	2- to 4-floor building	Local street	Minimum 15 feet; maximum 50 feet
		Collector or arterial street	Minimum 25 feet; maximum 60 feet
	5- to 7-floor building	Floors 1—3	Minimum 25 feet; maximum 60 feet
		Floors 5—7	Minimum 35 feet
Side Building Setback	2 to 4 floors		Minimum 10 feet
	5 to 7 floors		Minimum 20 feet
Side Street Building Setback	2 to 4 floors	Local street	Minimum 10 feet; maximum 40 feet
		Collector or arterial street	Minimum 25 feet; maximum 60 feet
	5 to 7 floors	Local street	Minimum 25 feet; maximum 40 feet
		Collector or arterial street	Minimum 30 feet
Building Separation	2 to 4 floors		Minimum 15 feet
	5 to 7 floors		Minimum 30 feet
Rear Yard Setback	Minimum 20 feet		
Building Height	Minimum 2 floors above average finished grade		
	Maximum 7 floors or 84 feet above average finished grade		
Lot Coverage	Maximum 60%		
Impervious Surface Area	Maximum 80%; 60% for waterfront parcels		
Accessory Buildings/Structures	Accessory building area - excluding covered parking		Maximum 7.5% of lot area up to 2,500 square feet
	Setbacks	Side	Minimum 5 feet
		Rear	Minimum 5 feet
	Building height		Maximum 2 floors or 24 feet
	Building separation		Minimum 15 feet

(d) *Other requirements.*

1. Clubhouses and similar facilities are permitted on parcels retained by the developer or dedicated to and maintained by a homeowners/condominium association or management entity.

2. Existing residential uses up to one hundred twenty (120) dwelling units per gross acre shall be permitted in this district.
3. Existing residential uses up to two hundred (200) feet in height shall be permitted in this district.
4. Where additional density is permitted based on proximity to a transit route or terminal, a sidewalk connection to the transit route or terminal shall be required.

(e) *Structured parking garages.* To encourage the use of structured parking garages, uses that utilize structured parking garages instead of surface parking lots shall be permitted to increase the maximum lot coverage for the development site from sixty (60) percent to eighty (80) percent or increase the maximum building height by two (2) floors or twenty (20) feet. Where structured parking garages are used, the parking garage shall follow the requirements contained in Table 21-40 for principal structures.

(f) *Existing construction.* Any multi-family residential building permitted prior to October 14, 2013, shall be considered a legal conforming structure if the minimum front, side and rear setbacks for the living area of the building are met. Existing construction shall not be subject to the maximum setback or minimum building height requirements contained in Table 21-40.

(g) *Parking reductions for proximity to transit.* Any permitted use located near a fixed transit route shall be entitled to the following reductions in the number of required on-site parking spaces.

1. Adjacent to a transit route: Twenty-five (25) percent
2. Within three hundred fifty (350) feet of a transit route: Twenty (20) percent
3. Within six hundred sixty (660) feet of a transit route: Fifteen (15) percent
4. Within one thousand three hundred twenty (1,320) feet of a transit route: Ten (10) percent
5. Within one thousand three hundred twenty (1,320) feet of a transit terminal: Twenty-five (25) percent

To qualify for the parking reduction, a sidewalk network connecting the use and the transit route must either be in place, programmed for construction within three (3) years, or constructed by the property owner seeking the parking space reduction.

(Ord. No. O-00-09, Art. 2 (2.02.03.07), 4-24-00; Ord. No. O-00-19, § 3(C—E), 4-24-00; Ord. No. O-13-28, § 2(Exh. B), 10-14-13)

Sec. 21-41. RM manufactured home park.

(a) Future land use classification: Residential—Low density, Residential—Medium density.

(b) Manufactured home park district is established for the purpose of providing a district for manufactured homes in approved parks and subdivisions, occupied as single-family dwellings, with the intent of creating an environment of a residential character, designed to enhance living conditions and permitting only those uses, activities and services which are

Table of Land Uses

UNIFIED LAND DEVELOPMENT CODE

§ 21-32

Table 21-32(A)
Table of Land Uses

	Category / Use															
	AG1	RE	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2
Single Family Detached and Auxiliary uses																
Single family, std. construction	P	P	P	P	P	P	P	P		P						
Single family, modular home	P	P	P	P	P	P	P	P		P						
Single family, manufactured home	P	P	P	P	P	P	P	P		P						
Agricultural uses with house	P															
Caretaker's Cottage																
Fruit stand	P	P	P	P	P	P	P	P							P	P
Accessory Residential Unit	P	P	P	P	P	P	P	P		P						
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P		P						
Limited agricultural uses with house	P	P	P	P	P	P	P	P								P
Manufactured home park																
Private stable, one horse per acre, limited to two horses	P	P														
RV park									S							
Servants Quarters	P	P	P													
Multiple Family Residential	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PR
Multi-unit Residential Building—Low Rise (up to 3 floors)					P	P	P	P	P	P		S				
Multi-unit Residential Building—Mid Rise (4 to 6 floors)						P	P	P	S							
Multi-unit Residential Building—High Rise (7 or more floors)										P						
Zero Lot Line House					P	S										
Dormitory																P
Duplex, twin house					P	P			P							
Garden Apartment, atrium house					P				P							
Patio house					P	P			P							
Rooming House/Boarding House						S	S									
Townhouse					P	P			P	P						
Group Care Facilities	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PR
Adult family care home, Family day care home, Family foster home		P	P	P	P	P	P	P	S	DBD						
Special needs facility					S	S	P	P	P	P	P	P				P
Child care facility					S	S	AS	AS	S	P	P	P				P
Adult day care center					S	S	AS	AS	P	P	P	P				P
Assisted living facility					S	S	P	P	P	P	P	P				P
Foster care facility					S	S	P	P	P	P	P	P				P
Group home facility					S	S	P	P	P	P	P	P				P

Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required		Category/Use															
Hospice residential unit																	
Nursing Home																	
Transitional Housing																	
Lodging																	
Bed and breakfast																	
Hotel/motel																	
RV campground																	
Offices/Services																	
Business office																	
Clubs, community/fraternal																	
Crematorium																	
Funeral home/mortuary																	
Medical/Health-care/Dental Office																	
Personal Services																	
Professional Office																	
Retail Commercial, No Outdoor Storage or Activities																	
Antique shops																	
Bake shop																	
Bakery plant																	
Convenience store																	
Convenience store, with gas																	
Dry cleaning drop-off site																	
Gas station																	
Laundromat—Self Service																	
Medical Marijuana Dispensing Facility																	
Minor repair shop																	
Pet services, no outdoor activities																	
Pharmacy																	
Recreation, indoor, commercial																	
Restaurant—Conventional Sit-down.																	
Cafeterias																	
Delicatessens																	
Restaurant—Short-order; min. seating for 20																	
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20																	
Retail sales																	
Retail shops																	

Category/Use																		
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																		
Repair shop for small appliances																		
Shopping center less than 20,000 s.f.																		
Shopping center small, 20,000—50,000 s.f.																		
Shopping center large, more than 50,000 s.f.																		
Retail Commercial Outdoor Storage and Displays Allowed	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Agricultural roadside stand																		
Artisan production, small scale	P																	
Artisan production, large scale																		
Automotive paint/body shop																		
Boat and water craft sales, service and light repair																		
Farm equipment sales																		
Major automotive repairs																		
Manufactured home sales and/or RV sales																		
Marinas						A	A											
Nursery with outdoor displays/storage																		
Parking lot - Stand alone																		
Pet services: indoor/outdoor																		
Private club: indoor/outdoor																		
Recreation, outdoor, commercial																		
Recreational vehicle sales and accessory servicing																		
Recycling center (outdoor)																		
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance																		
Retail sales, outdoor activities																		
Retail services, outdoor activities																		
Vehicle dealership, except RVs																		
Vehicle sales, used																		
Vehicle repair shop																		
Non-retail or Service Commercial	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard																		
Heavy equipment sales/repair																		
Mini-warehouse/personal storage units																		
Petroleum, bulk, storage and distribution																		
Radio and television studios and offices																		
Recreation vehicle repair, assembly or overhaul																		
Septic tank storage/service																		
Boat repair, overhaul and assembly																		
Warehouse																		
Wholesale distributor <50,000 sq. ft.																		

Category/Use																
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																
Wholesale distributor 50,000+ sq. ft.	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Alcoholic Beverage Establishments										DBD						
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P	
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S	
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S	
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										P		P	P	P	P	
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S	
Package Stores										S		P	P	P	P	
Light Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Airports/aviation uses										DBD						
Food processing/packaging														C	C	
Freight/trucking terminal														P	P	
Light industrial park														P	P	
Manufacture of finished products														P	P	
Printing/publishing														P	P	
Propane gas														P	P	
Research and development facilities										S	S	P	P	P	P	
Heavy Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Auto/vehicle salvage										DBD						
Citrus processing plant	P														P	
Cold storage and frozen food lockers														P	P	
Communication towers														P	P	
Antennas						A	A			S	S	S	S	S	S	
Concrete plant																
Crane and pallet plant																
Dairy	P													P	P	
Dry cleaning plant																
Industrial park																
Junkyard, general																
Junkyard for vehicles																
Laundry plant														P	P	
Manufacturing														P	P	
Mining	C														C	
Storage of sand/gravel/blocks															P	
Truck/vehicle repair for large vehicles/trucks														P	P	
Truck stop														P	P	

Category / Use																			
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																			
Public Service Facilities		AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Public buildings and grounds/public facilities											DBD								
Power substation/utility buildings		S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Education and Cultural Facilities/Institutional Uses/		AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Recreation Uses/Conservation Uses																			
Cemetery		S	S	S	S	S	S	S	S		DBD		P	P			P	P	
Church/religious meeting place		S	S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P	
Golf course		P	P	P	P	P	S	S	P			P	P	P	P	P	P	P	
Hospital													P	P			P		
Private school (Preschool—12)		P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	
Park/open space		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public school (K—12)		P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	P
Recreation, indoor, public		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, outdoor, public		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Social centers/museums			S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Vocational/technical school													P	P	P	P	P	P	
University/college, small scale									S						P	P	P	P	
University/college, large scale													P	P	P	P	P	P	

Proof for February 14, 2020 Planning Commission Legal Ad

The Ledger

theledger.com

300 West Lime St., Lakeland FL 33815

Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0J5QS	Pubs:	14,44	Rate:	LA
Phone:	(863)291-5600	Class:	0001	Charges:	\$ 0.00
Account:	639793	Start Date:	02/14/2020	List Price:	\$ 173.75
Name:	LEGAL ADS, Edith	Stop Date:	02/14/2020	Payments:	\$ 0.00
Caller:	KIMBERLY	Insertions:	2	Balance:	\$ 173.75
Taken By:	L060	Columns:	2	Lines:	72
Schedule:	2/14 1x, 2/14 1x, , ,			Taken On:	02/11/2020

Agenda City of Winter Haven Planning Commission Meeting March 3, 2020, 6:00 p.m. John Fuller Auditorium - City Hall 451 Third Street, NW, Winter Haven, Florida

1. Call to Order

2. Roll Call

3. Invocation and Pledge of Allegiance

4. Approval of February 4, 2020 Minutes

5. Explanation of Hearings by Chair

6. Hearings

a. Old Business

i. **Case Number P-20-04:** Request by Sloan Engineering Group, agent for Yeager Development Company, to amend Planned Unit Development (PUD) Ordinance C-06-14, and to rezone two parcels from Conservation (CN) zoning district to Planned Unit Development (PUD) zoning district. **General Location:** The vacant property generally located south of Lucerne Park Road (SR 544), north and west of Lake Fannie, east of the Willowbrook Golf Course, southeast of Lake Smart, and north of Martin Luther King Boulevard. The area covered by this request is 3.46± acres.

b. New Business

i. **Case Number P-20-05-S:** Request by Winterset Realty, LLC and Aachener Services, LLC for Special Use Approval to allow a stand-alone parking lot in the Single Family Residential- Small Lot (R-2) zoning district. **General Location:** 610 and 611 Avenue N, SE. The area covered by this request is 0.55± acres.

ii. **Case Number P-20-11:** Request by Richard E. Devore to rezone a parcel from Highway Commercial (C-3) zoning district to Multifamily Residential-High Density (R-6) zoning district. **General Location:** 510 Avenue J, NW. The area covered by this request is 0.55± acres.

iii. **Case Number P-20-12:** Request by 628 12 2006 Trust to rezone a parcel from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district. **General Location:** 628 West Central Avenue. The area covered by this request is 0.22± acres.

7. Other Business

a. Comments from Staff
b. Comments from Planning Commissioners
c. Comments from the Public

8. Adjournment

All interested parties who decide to appeal any decision made by this Commission with respect to the matter considered at such meeting or hearing will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Please be advised that you must make your own arrangements to produce this record. If you need assistance with language, contact the Planning Division at least four (4) days prior to the meeting. The Planning Division may be reached at (863) 291-5600, at City Hall, 451 Third Street, NW, Winter Haven, Florida, 33881, or online at www.mywinterhaven.com/planning.htm. In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City

Clerk's Office, 451 Third Street, NW, Winter Haven Florida 33881, in writing, no later than 48 hours prior to the proceeding, if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

2-14, 2020 NC-J5QS

Attention:

Fax:

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

The map displays a variety of land use zones, each represented by a different color and labeled with a code. The zones include:

- C-3 (Community Center):** Red areas, primarily located in the central and eastern parts of the map.
- R-1 (Single-Family Residential):** Yellow areas, located in the northern and eastern parts of the map.
- R-2 (Two-Family Residential):** Orange areas, located in the northern and eastern parts of the map.
- MX (Mixed-Use):** Light green areas, scattered throughout the map.
- PR (Public Recreation):** Dark green areas, located in the central and eastern parts of the map.
- PUD (Planned Urban Development):** Grey area, located in the northern part of the map.
- I-1 (Industrial):** Light blue area, located in the western part of the map.
- C-2 (Community Center):** Dark blue area, located in the western part of the map.
- R-3 (Single-Family Residential):** Light orange areas, located in the southern part of the map.
- R-5 (Single-Family Residential):** Pink areas, located in the central and eastern parts of the map.
- PI (Public Institution):** Dark brown areas, located in the eastern part of the map.

The map also shows several streets, including Lee Avenue, Avenue L, Avenue F, and Avenue H. A red dashed line indicates a proposed project area, which is located in the central part of the map, near Lake Silver. The map includes labels for Lake Martha, Lake Silver, and Lake Howard.

ORDINANCE NO. O-20-11

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PARCEL FROM HIGHWAY COMMERCIAL (C-3) ZONING DISTRICT TO MULTIFAMILY RESIDENTIAL- HIGH DENSITY (R-5) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 510 Avenue J, NW. The area covered by this request is 0.65± acres.)

WHEREAS, there has been a request to rezone the property described below, and;

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made a part of this ordinance, from Highway Commercial (C-3) zoning district to Multifamily Residential- High Density (R-5) zoning district.
2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.
3. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.
4. All ordinances in conflict herewith are hereby repealed.
5. This Ordinance shall be effective immediately upon passage at second reading; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 13th day of April, 2020.

PASSED on second reading this _____ day of _____, 2020.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

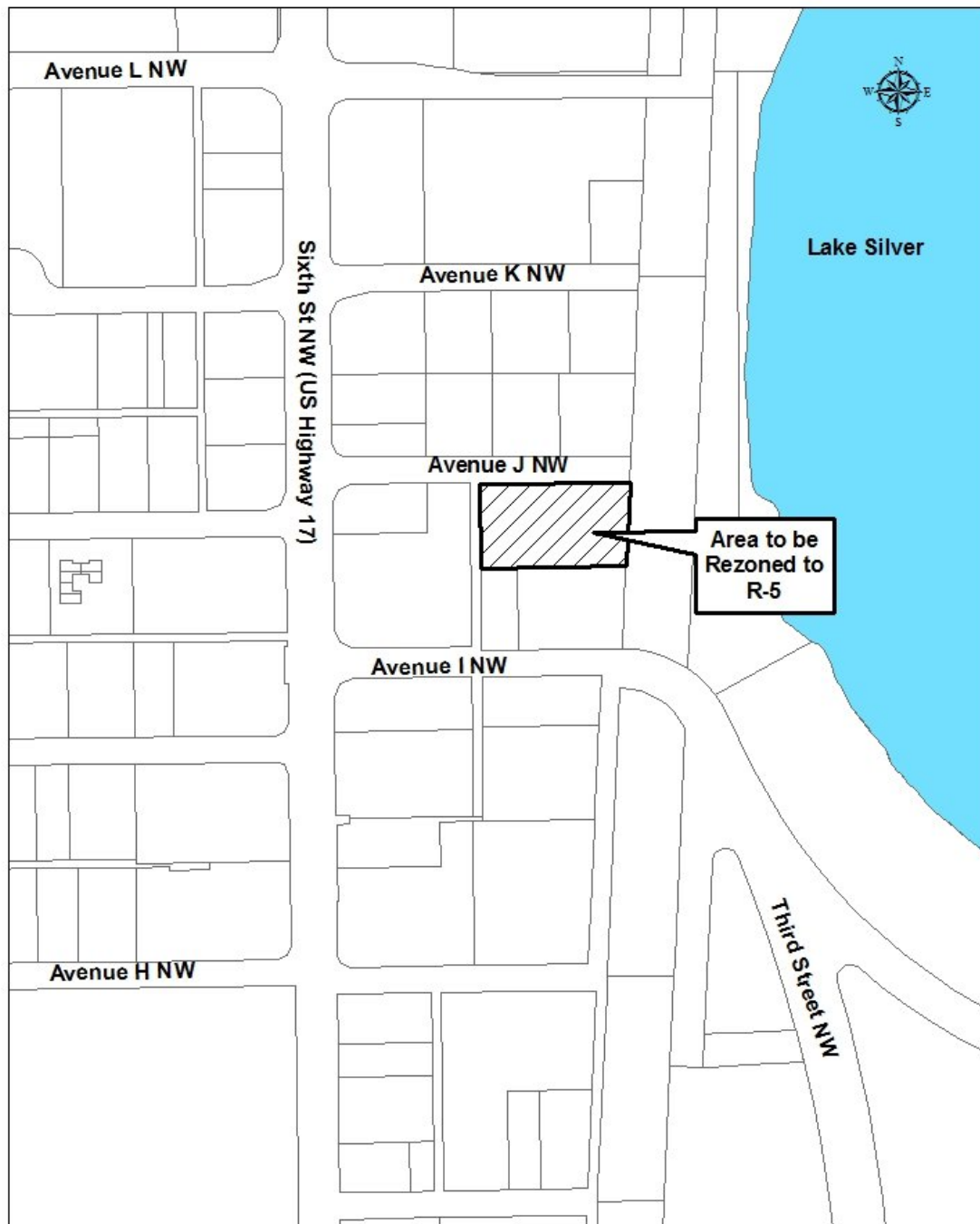
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Exhibit "A"



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
April 13, 2020

DATE: March 13, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Economic Opportunity & Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-20-12:** Request by 628 12 2006 Trust to rezone a parcel from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district.
General Location: 628 West Central Avenue. The area covered by this request is 0.22± acres.

BACKGROUND:

628 12 2006 Trust requests the City rezone a parcel from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district. The property subject to this request contains 0.22 acres and is developed with a 2-unit residential building constructed in 1930. Access to the property is from West Central Avenue and a paved alley located to the rear of the property. The property is presently designated Primary Activity Center on the 2025 Future Land Use Map.

The petitioner is requesting this change for the purpose of allowing the existing 2-unit residential building to become a legal conforming use. There are no current plans to further redevelop the property; however, should the property be redeveloped in the future, the requested MX zoning could potentially allow up to a maximum of 3 residential units or 14,375 square feet of office or light retail uses.

SURROUNDING USES:

Surrounding uses include professional offices and the Wis-Flo Apartments to the north across West Central Avenue; Popeye's fast food restaurant to the east; a parking lot to the south; and a vacant lot (zoned MX) to the west. The subject property is located approximately 150 feet west of the US Highway 17 commercial corridor.

SUPPORTING INFRASTRUCTURE ANALYSIS:

Water and Sewer:

The subject parcel is presently served by both City water and sewer service. There will be no increase in demands as a result of this request; however, should the parcel be redeveloped in the future, water and sewer concurrency shall be reviewed at the time of site plan approval.

Transportation:

Access to the subject property is from West Central Avenue, a two-lane collector street connecting to US Highway 17, a five-lane arterial roadway and Seventh Street, NW/SW, a two-lane collector street. As the property is presently developed with two residential units, there will be no increased demands on the supporting roadway network. Should the property be redeveloped in the future, it will not be subject to transportation concurrency as the property lies within the City's Transportation Concurrency Exception Area as established by Transportation Element Policy 1.1.2.

COMPREHENSIVE PLAN:

The current adopted Future Land Use is Primary Activity Center. The requested MX zoning is consistent with this Future Land Use designation.

NOTIFICATION:

All public notification requirements for this request were met. These requirements include:

- A sign posted on the subject property February 14, 2020;
- A legal ad appearing in the News Chief February 14, 2020; and
- Individual notices mailed to all property owners located within 500 feet of the subject property February 14, 2020.

Prior to second reading of the ordinance, tentatively scheduled for April 27, 2020, a legal ad will be run in the April 17, 2020 edition of the News Chief.

CONCLUSION:

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

- The current uses on the property were developed prior to the current C-3 zoning on the property. The preceding zoning assigned to the property was BR (Business Retail) which permitted the current uses;
- Given the subject property is located approximately 150 feet west of US Highway 17, there is a low likelihood of highway commercial uses being developed on the property due to poor visibility from US Highway 17;
- The small size of the subject parcel presents challenges in meeting site development requirements for a typical commercial use permitted by the C-3 zoning district; and

- The requested MX zoning is consistent with the C-1 and MX zoning assigned to properties located to the north and west, as well as the mixed use development pattern of the surrounding area.

FINANCIAL IMPACT:

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its March 3, 2020 regular meeting, unanimously voted to recommend approval of this request. There were no comments from the public relating to this request.

RECOMMENDATION:

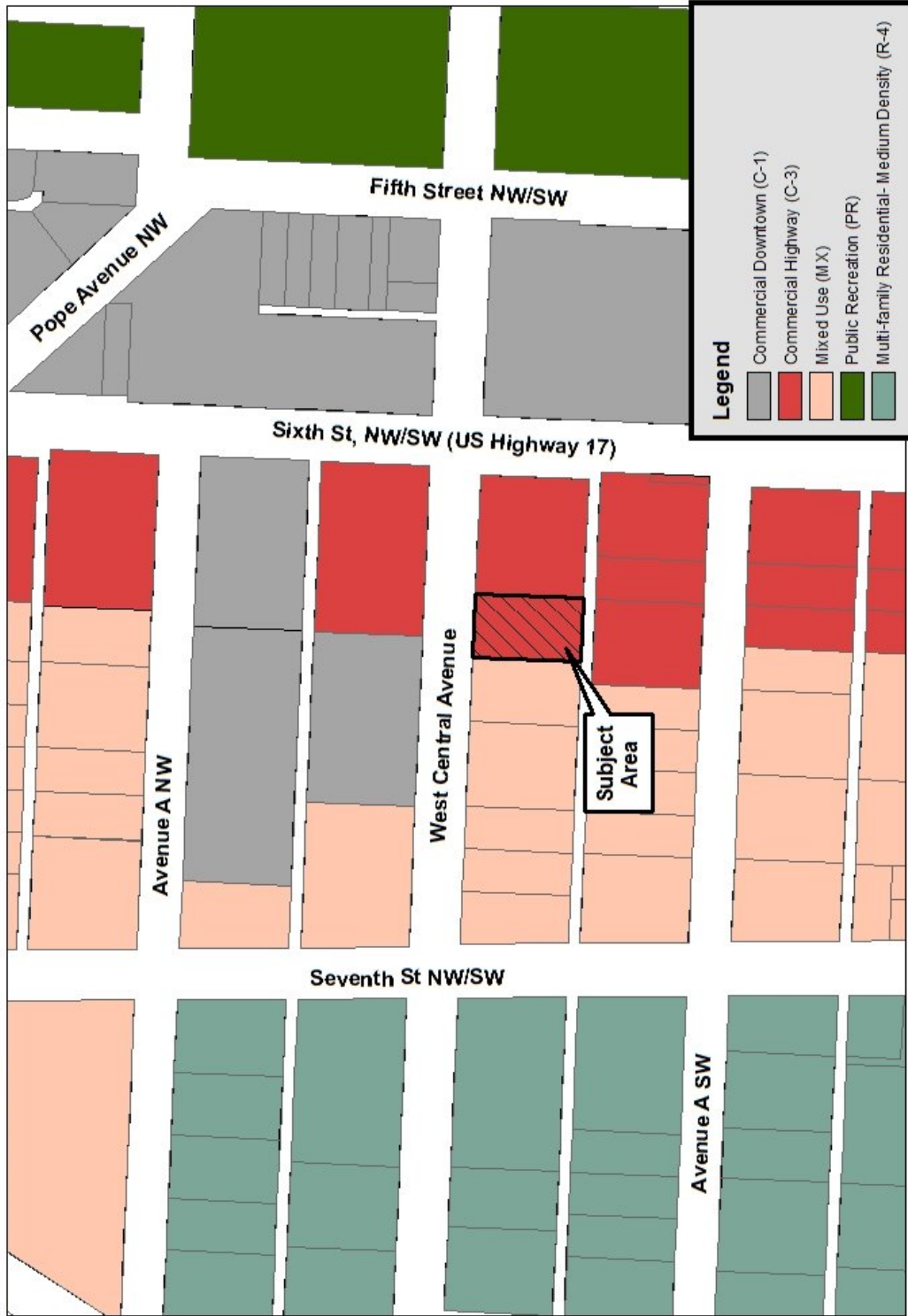
Staff recommends the City Commission approve Ordinance O-20-12.

ATTACHMENTS:

Future Land Use Map
Zoning Map
Aerial Map
Section 21-42 Mixed Use (MX) Zoning District
Table of Land Uses
Proof for February 14, 2020 Planning Commission Legal Ad
500-foot Property Owner Notification
Ordinance O-20-12

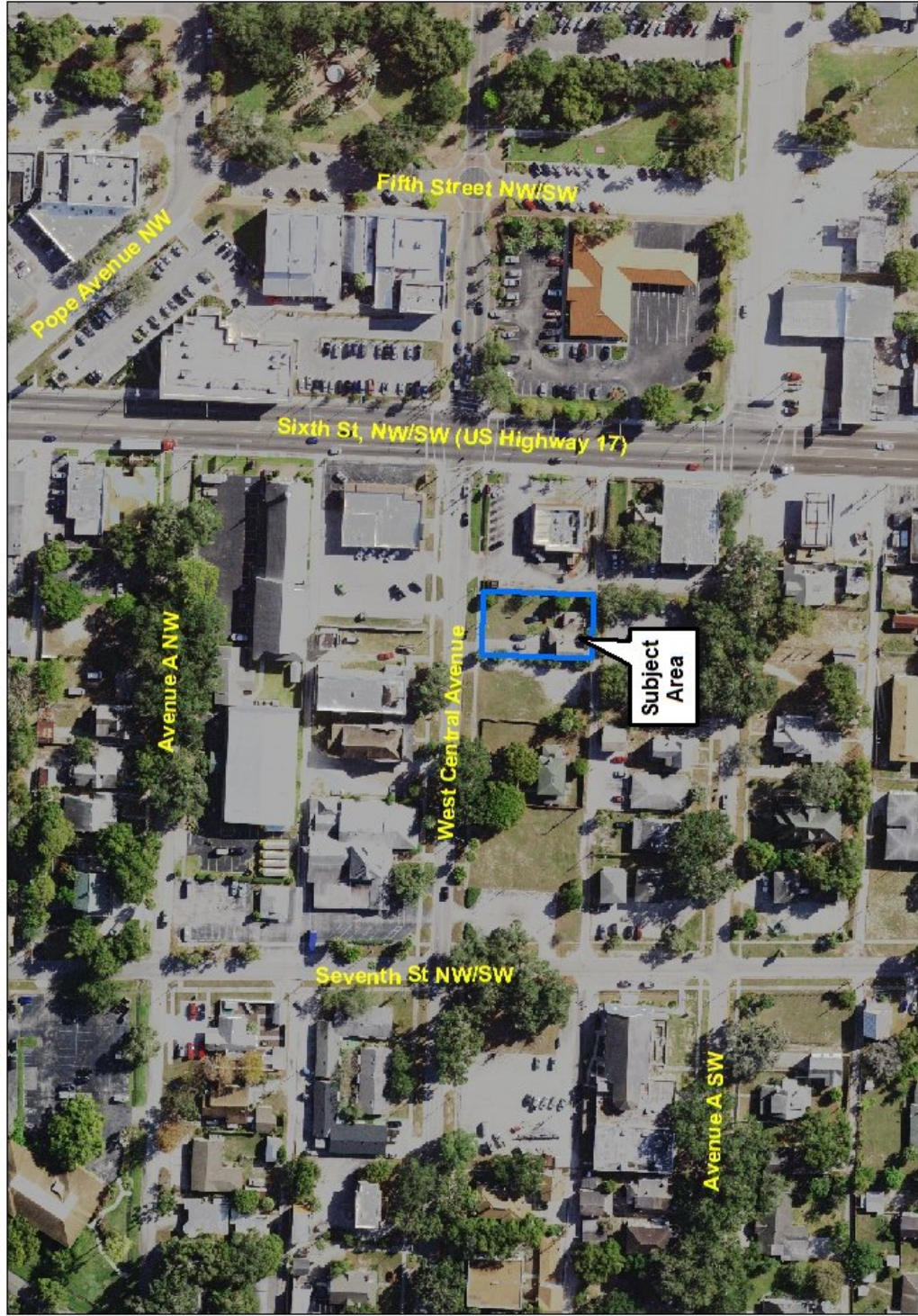


The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the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



This map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven does not warrant the accuracy, reliability, or completeness of the data, including the implied warranty of any use of such data.





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Section 21-42 Mixed Use (MX) Zoning District

§ 21-41

WINTER HAVEN CODE

(c) Other requirements:

- (1) Manufactured homes must be skirted within thirty (30) days of siting.
 - (2) Clubhouses and similar facilities are permitted on parcels retained by the developer or dedicated to and maintained by a homeowners association.
 - (3) Home occupation uses are permitted as long as they are an activity conducted in a residential dwelling unit that employs on-site only members of the immediate family residing there. Specific regulations are contained in section 21-221 of this Code.
- (Ord. No. O-00-09, Art. 2 (2.02.03.08), 4-24-00; Ord. No. O-00-19, § 3(F), 4-24-00)

Sec. 21-42. MX, Mixed use.

(a) [Purpose.] The purpose of the MX, Mixed use zoning district is to provide areas for a mixture of low intensity commercial uses and moderate density residential uses. Ideally, MX will be mapped as a transitional district between those areas which are predominately residential in character and those areas which are predominately commercial in character.

(b) Land use classifications. The MX zoning district may be assigned to properties designated as primary activity center, regional activity center, neighborhood activity center, and commercial on the city's future land use map.

Specific permitted uses, accessory uses, special uses, and conditional uses for the MX zoning district are contained in Table 21-32(a) of this code.

(c) Permitted development intensity.

- (1) Permitted development densities for residential uses shall be a minimum of five (5) dwelling units per acre up to a maximum of fifteen (15) dwelling units per acre within areas mapped as primary activity center, regional activity center, and neighborhood activity center on the future land use map and a maximum of seven (7) dwelling units per acre within areas mapped as commercial on the future land use map.
- (2) The maximum floor area ratio for commercial uses shall be as set forth in Table 21-42A.

Table 21-42A, Maximum Commercial Floor Area Ratios	
Inside Central Urban Core	Maximum 1.5
Inside Regional Activity Center or	0 to 3.0 acres: Maximum 0.75
Neighborhood Activity Center	Greater than 3.0 acres: 0.50
All other Areas	Maximum 0.25

- (3) Permitted development densities/intensities for parcels developed with commercial and residential uses shall be as set forth in Table 21-42B.

Table 21-42B, Mixed Use Development Intensities	
<i>Maximum Residential Density</i>	<i>Maximum Commercial Square Footage</i>
0.0 to 5.0 units per gross acre	100% of Permitted Floor Area Ratio
5.01 to 7.5 units per gross acre	80% of Permitted Floor Area Ratio

Supp. No. 85

1390.8

Table 21-42B, Mixed Use Development Intensities	
7.51 to 10.0 units per gross acre	60% of Permitted Floor Area Ratio
10.01 to 12.5 units per gross acre	40% of Permitted Floor Area Ratio
12.51 to 14.0 units per gross acre	20% of Permitted Floor Area Ratio

(d) Building form standards. All development within the MX zoning district shall follow the building form standards as set forth in Table 21-42C.

Table 21-42C, MX Zoning District Development Standards				
Lot and Building Standard	Requirement			
Lot or Parcel Area	Existing Parcels Created on or before May 22, 2017—Minimum 5,000 square feet			
	Single-family Parcels Created after May 22, 2017—Minimum 6,000 square feet			
Lot or Parcel Width	Multifamily or Commercial Parcels Created after May 22, 2017—Minimum 7,500 square feet			
	Residential—Minimum 50 feet			
Living Area for Residential Units	Non-residential—Minimum 60 feet			
	Attached and Mixed Use: Minimum 400 square feet			
	Detached: Minimum 750 square feet			
Front Building Setback	Accessory Residential Unit: 225 square feet			
	Minimum	Local Street: 15 feet		
		Collector Street: 20 feet		
		Arterial Street: 25 feet		
	Maximum	Single-family or Multifamily Residential Building: 25 feet		
Commercial or Mixed Use Building		Local Street: 45 feet		
		or Arterial Street: 65 feet		
Side Building Setback	Arterial Street: 75 feet			
	Minimum 8 feet with reductions permitted to 3 feet for up to 33% of the side building elevation.			
	Accessory Residential Unit- Minimum 3 feet			
Street Side Building Setback	Minimum	Local Street: 10 feet		
		Collector Street: 15 feet		
		Arterial Street: 25 feet		
	Maximum	Local Street: 30 feet		
		Collector Street: 55 feet		
Arterial Street: 55 feet				
Rear Building Setback	Single-family Residential	Minimum 20 feet		
	Accessory Residential Unit	Minimum 5 feet		
	Multifamily, Commercial, or Mixed Use	From interior lot line—Minimum 15 feet		
		From alley	New Construction—Minimum 50 feet	
			Existing Construction—Minimum 15 feet	

Table 21-42C, MX Zoning District Development Standards		
Lot and Building Standard	Requirement	
Building Height (Above Finished Grade)	Local Street: Maximum 3 Floors up to 42 feet	
	Collector Street or Arterial Street: Maximum 4 Floors up to 56 feet	
Impervious Surface Area	Non-waterfront Parcels	Maximum 80%
	Waterfront Parcels	Maximum 50%

(e) Other requirements.

- (1) See Article III of this code for landscaping, parking, site access, stormwater, and utility connection requirements.
- (2) Where the required building setback is less than the required landscape buffer width, the landscape buffer may be reduced to the width of the minimum building setback for that portion of the buffer adjacent to the building.
- (3) Any new development or redevelopment that consists of an expansion of more than ten (10) percent in a building's leasable square footage or seating capacity, or a change in use from one (1) general use category in Table 21-32(A) to another general use category in Table 21-32(A) shall require the review and approval of a site plan as set forth by the City's site plan review procedures contained in Article VII of this code.
- (4) Any development creating three (3) or more lots of record shall require a subdivision plat meeting the standards found in Article III of this code.

(f) Pre-existing development.

- (1) Any building permitted on or prior to July 10, 2017, shall be considered a legal conforming structure if the minimum front, side, and rear setbacks for the building are met. Existing construction shall not be subject to the maximum setback requirements contained in Table 21-42C.

(g) Special parking provisions. To facilitate redevelopment of older, urban-scale lots found in the City's central urban core, as delineated on the adopted future land use map, the following special parking provisions shall be applied to parcels located within the central urban core:

- (1) Reduced parking space and drive aisle dimensions. The minimum size of standard parking spaces may be reduced to nine (9) feet wide by eighteen (18) feet deep with minimum eighteen-foot wide, two-way, or minimum ten-foot wide, one-way drive aisles under the following circumstances:
 - a. The parcel width is less than seventy-five (75) feet.
 - b. The parcel area is less than seven thousand five hundred (7,500) square feet.

- (2) On-street parking. Where on-street parking currently exists within three hundred fifty (350) feet, the amount of required on-site parking may be reduced by twenty (20) percent.
 - (3) Parking in rear. Where a parcel abuts a paved alley, placement of required on-site parking is required to be placed within the rear yard area. Access to the parking area should be from the alley; however, secondary access from the street may be permitted.
- (h) Special landscaping requirements. To facilitate redevelopment of older, urban-scale lots found in the City's central urban core, as delineated on the adopted future land use map, the following special landscaping provisions shall be applied to those uses required to provide landscaping within the central urban core:
- (1) For parcels less than ten thousand (10,000) square feet in area or less than seventy-five (75) feet in width, all buffer yards required by Article III, Division 7 of this code may be reduced to a minimum width of five (5) feet to facilitate placement of buildings, stormwater retention, and off-street parking.
 - (2) For parcels less than seven thousand five hundred (7,500) square feet in area or less than sixty (60) feet in width, all buffer yards required by Article III, Division 7 of this code may be reduced to facilitate placement of buildings, stormwater retention, and off-street parking as follows:
 - a. The front yard buffer yard may be reduced to a minimum width of three (3) feet along with elimination of the requirement to plant over-story trees.
 - b. The side buffer yard may be reduced to a minimum width of three (3) feet along with elimination of the requirement to install plantings provided a minimum six (6)-foot opaque fence is installed. The requirement for the fence shall not extend forward of the front building line of the principal structure.
- (i) Special sign requirements. Due to the unique nature of the MX zoning district, where residential and commercial uses may be located within close proximity of each other, the following special sign requirements shall apply to all properties fronting a local street:
- (1) *Permitted signage.* All permanent signs shall either be wall signs or ground signs consisting of monument type signs.
 - (2) *Sign height and setbacks.* Monument signs shall have a maximum permitted height of eight (8) feet and shall be setback a minimum of three (3) feet from any property line or public sidewalk located outside of the right-of-way.
 - (3) *Sign area.* The maximum sign area for individual parcels shall be as indicated in the table below. Signage may be distributed between the front and side street elevations of the parcel only. Signs located on the interior side and rear elevations shall not be permitted; however, businesses with rear access from an alley may be permitted an additional identification sign not to exceed sixteen (16) square feet in area and six (6) feet in height.

Sign Type	Formula	Maximum Permitted Signage
Wall	1.25 sf / linear foot of building frontage	75 square feet
Monument	0.5 sf / linear foot of lot frontage	64 square feet

- (4) *Electronic message center signs.* The use of electronic message centers for the display of changeable copy may be permitted. Messages displayed by the electronic message center shall change no more frequently than once every twenty (20) seconds. The electronic message center shall not exceed twenty-five (25) percent of the copy area of the sign structure in which it is installed; however, in no case shall an electronic message center sign exceed sixteen (16) square feet in area. No electronic message center shall be permitted unless it is part of another legally approved sign structure. No electronic message center sign shall operate between the hours of 8:00 p.m. (9:00 p.m. during daylight savings time) and 8:00 a.m.
- (5) *Portable signs.* Except for a single sandwich board/easel/A-frame type sign up to eight (8) square feet in area, the use of portable ground signs, including commercial and decorative flags and balloons, shall not be permitted. Portable sandwich board/easel/A-frame signs shall be removed from the front yard area of the parcel at the conclusion of business each day. No permit is required for the sandwich board/easel/A-frame type sign.

The use of a building-mounted grand opening or special event banner shall be permitted provided the size of the banner does not exceed thirty-two (32) square feet and is not displayed for a period greater than sixty (60) days. A permit for these types of banners may be issued up to twice per calendar year.

All other provisions from the City's sign requirements contained in Article IV of this Code, which are not in conflict with these special requirements, shall apply.

(j) The Development Special Magistrate is authorized to hear requests to vary building form standards contained in Table 21-42C and criteria relating to parking reductions contained in section 21-42(g). In addition to the criteria contained in Article VII of this Code for the granting of variances, the Development Special Magistrate may take into consideration impacts of the location of a building in meeting the requirements contained in Table 21-42C on adjoining properties.

(Ord. No. O-00-09, Art. 2 (2.02.03.09), 4-24-00; Ord. No. O-08-42, § 2, 5-12-08; Ord. No. O-17-21, § 3, 7-10-17)

Sec. 21-43. C-1 commercial-downtown.

- (a) Permissible future land use classification: Primary activity center.

(b) The purpose of the C-1, commercial-downtown zoning district is to provide for residential, office, commercial, institutional, and cultural uses in the City's central business district (CBD). Within the C-1 zoning district, the following development intensity standards shall apply to individual parcels:

Table of Land Uses

UNIFIED LAND DEVELOPMENT CODE

§ 21-32

Table 21-32(A)
Table of Land Uses

Category / Use	Conditional Use approval required: C = Conditional Use approval required															
	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI
Single Family Detached and Auxiliary uses																
Single family, std. construction	P	P	P	P	P	P	P		P							
Single family, modular home	P	P	P	P	P	P	P		P							
Single family, manufactured home	P	P	P	P	P	P	P		P							
Agricultural uses with house	P															
Caretaker's Cottage																
Fruit stand	P	P	P	P	P	P	P								P	P
Accessory Residential Unit	P	P	P	P	P	P	P		P							
Home Occupation/Home-based Business	P	P	P	P	P	P	P		P							
Limited agricultural uses with house	P	P														P
Manufactured home park																
Private stable, one horse per acre, limited to two horses	P	P														
RV park								S								
Servants Quarters	P	P	P													
Multiple Family Residential	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI
Multi-unit Residential Building—Low Rise (up to 3 floors)					P	P	P		P	DBD						
Multi-unit Residential Building—Mid Rise (4 to 6 floors)					P	P	P		S							
Multi-unit Residential Building—High Rise (7 or more floors)							P		P							
Zero Lot Line House					P	S										
Dormitory						P	P		P							P
Duplex, twin house					P	P			P							
Garden Apartment, atrium house					P				P							
Patio house					P	P			P							
Rooming House/Boarding House					P	S			P							
Townhouse					P	P			P							
Group Care Facilities	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S	DBD						
Special needs facility				S	S	S	P	P	P							P
Child care facility				S	S	S	AS	S	S	P	P	P	P			P
Adult day care center				S	S	S	AS	S	S	P	P	P	P			P
Assisted living facility				S	S	S	P	P	P	P	P	P	P			P
Foster care facility				S	S	S	P	P	P	P	P	P	P			P
Group home facility				S	S	S	P	P	P	P	P	P	P			P

Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required		Category/Use															
Hospice residential unit																	
Nursing Home																	
Transitional Housing																	
Lodging																	
Bed and breakfast																	
Hotel/motel																	
RV campground																	
Offices/Services																	
Business office																	
Clubs, community/fraternal																	
Crematorium																	
Funeral home/mortuary																	
Medical/Health-care/Dental Office																	
Personal Services																	
Professional Office																	
Retail Commercial, No Outdoor Storage or Activities																	
Antique shops																	
Bake shop																	
Bakery plant																	
Convenience store																	
Convenience store, with gas																	
Dry cleaning drop-off site																	
Gas station																	
Laundromat—Self Service																	
Medical Marijuana Dispensing Facility																	
Minor repair shop																	
Pet services, no outdoor activities																	
Pharmacy																	
Recreation, indoor, commercial																	
Restaurant—Conventional Sit-down.																	
Cafeterias																	
Delicatessens																	
Restaurant—Short-order; min. seating for 20																	
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20																	
Retail sales																	
Retail shops																	

Category/Use		Conditional Use approval required															
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Repair shop for small appliances																	
Shopping center less than 20,000 s.f.																	
Shopping center small, 20,000—50,000 s.f.																	
Shopping center large, more than 50,000 s.f.																	
Retail Commercial Outdoor Storage and Displays Allowed	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR CON
Agricultural roadside stand																	
Artisan production, small scale	P																
Artisan production, large scale																	
Automotive paint/body shop																	
Boat and water craft sales, service and light repair																	
Farm equipment sales																	
Major automotive repairs																	
Manufactured home sales and/or RV sales																	
Marinas						A	A										
Nursery with outdoor displays/storage																	
Parking lot - Stand alone																	
Pet services: indoor/outdoor																	
Private club: indoor/outdoor																	
Recreation, outdoor, commercial																	
Recreational vehicle sales and accessory servicing																	
Recycling center (outdoor)																	
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance																	
Retail sales, outdoor activities																	
Retail services, outdoor activities																	
Vehicle dealership, except RVs																	
Vehicle sales, used																	
Vehicle repair shop																	
Non-retail or Service Commercial	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR CON
Contractor storage yard																	
Heavy equipment sales/repair																	
Mini-warehouse/personal storage units																	
Petroleum, bulk, storage and distribution																	
Radio and television studios and offices																	
Recreation vehicle repair, assembly or overhaul																	
Septic tank storage/service																	
Boat repair, overhaul and assembly																	
Warehouse																	
Wholesale distributor <50,000 sq. ft.																	

Category/Use																
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																
Wholesale distributor 50,000+ sq. ft.	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Alcoholic Beverage Establishments										DBD						
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P	
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S	
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S	
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										P		P	P	P	P	
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S	
Package Stores										S		P	P	P	P	
Light Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Airports/aviation uses										DBD						
Food processing/packaging														C	C	
Freight/trucking terminal														P	P	
Light industrial park														P	P	
Manufacture of finished products													P	P	P	
Printing/publishing														P	P	
Propane gas														P	P	
Research and development facilities									S	S	S	P	P	P	P	
Heavy Industry	AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	CON
Auto/vehicle salvage										DBD						
Citrus processing plant	P														P	
Cold storage and frozen food lockers														P	P	
Communication towers									S	S	S	S	S	S	S	
Antennas						A	A		A	S	S	S	S	S	S	
Concrete plant															P	
Crane and pallet plant															P	
Dairy	P														P	
Dry cleaning plant															P	
Industrial park															P	
Junkyard, general															P	
Junkyard for vehicles															P	
Laundry plant															P	
Manufacturing															P	
Mining	C														C	
Storage of sand/gravel/blocks															P	
Truck/vehicle repair for large vehicles/trucks															P	
Truck stop															P	

		Category/Use													
		Special Use approval required							Conditional Use approval required						
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use; C = Conditional Use; DBD = Discretionary Board Decision		AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	CON
Public Service Facilities															
Public buildings and grounds/public facilities															
Power substation/utility buildings		S	S	S	S	S	S	S	S	S	S	S	S	S	P
Education and Cultural Facilities/Institutional Uses/		AG1	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	CON
Recreation Uses/Conservation Uses															
Cemetery		S	S	S	S	S	S	S	S	S	S	S	S	S	P
Church/religious meeting place		S	S	S	S	S	S	S	S	S	S	S	S	S	P
Golf course		P	P	P	P	P	P	P	P	P	P	P	P	P	P
Hospital															
Private school (Preschool—12)		P	P	P	P	P	P	S	P	P	P	P	P	P	P
Park/open space		P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public school (K—12)		P	P	P	P	P	P	S	P	P	P	P	P	P	P
Recreation, indoor, public		P	P	P	P	P	P	P	P	P	P	P	P	P	P
Recreation, outdoor, public		P	P	P	P	P	P	P	P	P	P	P	P	P	P
Social centers/museums		P	P	P	P	P	P	S	P	P	P	P	P	P	P
Vocational/technical school			S	S	S	S	S	S	S	S	P	P	P	P	P
University/college, small scale										S			P	P	P
University/college, large scale													P	P	P

Proof for February 14, 2020 Planning Commission Legal Ad

The Ledger

theledger.com

300 West Lime St., Lakeland FL 33815

Classified Advertising: (863) 802-7355

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Order:	L060G0J5QS	Pubs:	14,44	Rate:	LA
Phone:	(863)291-5600	Class:	0001	Charges:	\$ 0.00
Account:	639793	Start Date:	02/14/2020	List Price:	\$ 173.75
Name:	LEGAL ADS, Edith	Stop Date:	02/14/2020	Payments:	\$ 0.00
Caller:	KIMBERLY	Insertions:	2	Balance:	\$ 173.75
Taken By:	L060	Columns:	2	Lines:	72
Schedule:	2/14 1x, 2/14 1x, , ,			Taken On:	02/11/2020

Agenda City of Winter Haven Planning Commission Meeting March 3, 2020, 6:00 p.m. John Fuller Auditorium - City Hall 451 Third Street, NW, Winter Haven, Florida

1. Call to Order

2. Roll Call

3. Invocation and Pledge of Allegiance

4. Approval of February 4, 2020 Minutes

5. Explanation of Hearings by Chair

6. Hearings

a. Old Business

i. **Case Number P-20-04:** Request by Sloan Engineering Group, agent for Yeager Development Company, to amend Planned Unit Development (PUD) Ordinance O-06-14, and to rezone two parcels from Conservation (CN) zoning district to Planned Unit Development (PUD) zoning district. **General Location:** The vacant property generally located south of Lucerne Park Road (SR 544), north and west of Lake Fannie, east of the Willowbrook Golf Course, southeast of Lake Smart, and north of Martin Luther King Boulevard. The area covered by this request is 346± acres.

b. New Business

i. **Case Number P-20-05-S:** Request by Winterset Realty, LLC and Aachener Services, LLC for Special Use Approval to allow a stand-alone parking lot in the Single Family Residential-Small Lot (R-2) zoning district. **General Location:** 610 and 611 Avenue N, SE. The area covered by this request is 0.55± acres.

ii. **Case Number P-20-11:** Request by Richard E. Devore to rezone a parcel from Highway Commercial (C-3) zoning district to Multifamily Residential-High Density (R-5) zoning district. **General Location:** 510 Avenue J, NW. The area covered by this request is 0.65± acres.

iii. **Case Number P-20-12:** Request by 628 12 2006 Trust to rezone a parcel from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district. **General Location:** 628 West Central Avenue. The area covered by this request is 0.22± acres.

7. Other Business

- a. Comments from Staff
- b. Comments from Planning Commissioners
- c. Comments from the Public

8. Adjournment

All interested parties who decide to appeal any decision made by this Commission with respect to the matter considered at such meeting or hearing will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Please be advised that you must make your own arrangements to produce this record. If you need assistance with language, contact the Planning Division at least four (4) days prior to the meeting. The Planning Division may be reached at (863) 291-5600, at City Hall, 451 Third Street, NW, Winter Haven, Florida, 33881, or online at www.mywinterhaven.com/planning.htm. In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.28, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City

Clerk's Office, 451 Third Street, NW, Winter Haven Florida 33881, in writing, no later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

2-14; 2020 NC-J5QS

Attention:

Fax:

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

[illegible]

ORDINANCE NO. O-20-12

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PARCEL FROM HIGHWAY COMMERCIAL (C-3) ZONING DISTRICT TO MIXED USE (MX) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE. (General Location: West Central Avenue. The area covered by this request is 0.65± acres.)

WHEREAS, there has been a request to rezone the property described below, and;

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made a part of this ordinance, from Highway Commercial (C-3) zoning district to Mixed Use (MX) zoning district.
2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.
3. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.
4. All ordinances in conflict herewith are hereby repealed.
5. This Ordinance shall be effective immediately upon passage at second reading; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 13th day of April, 2020.

PASSED on second reading this _____ day of _____, 2020.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

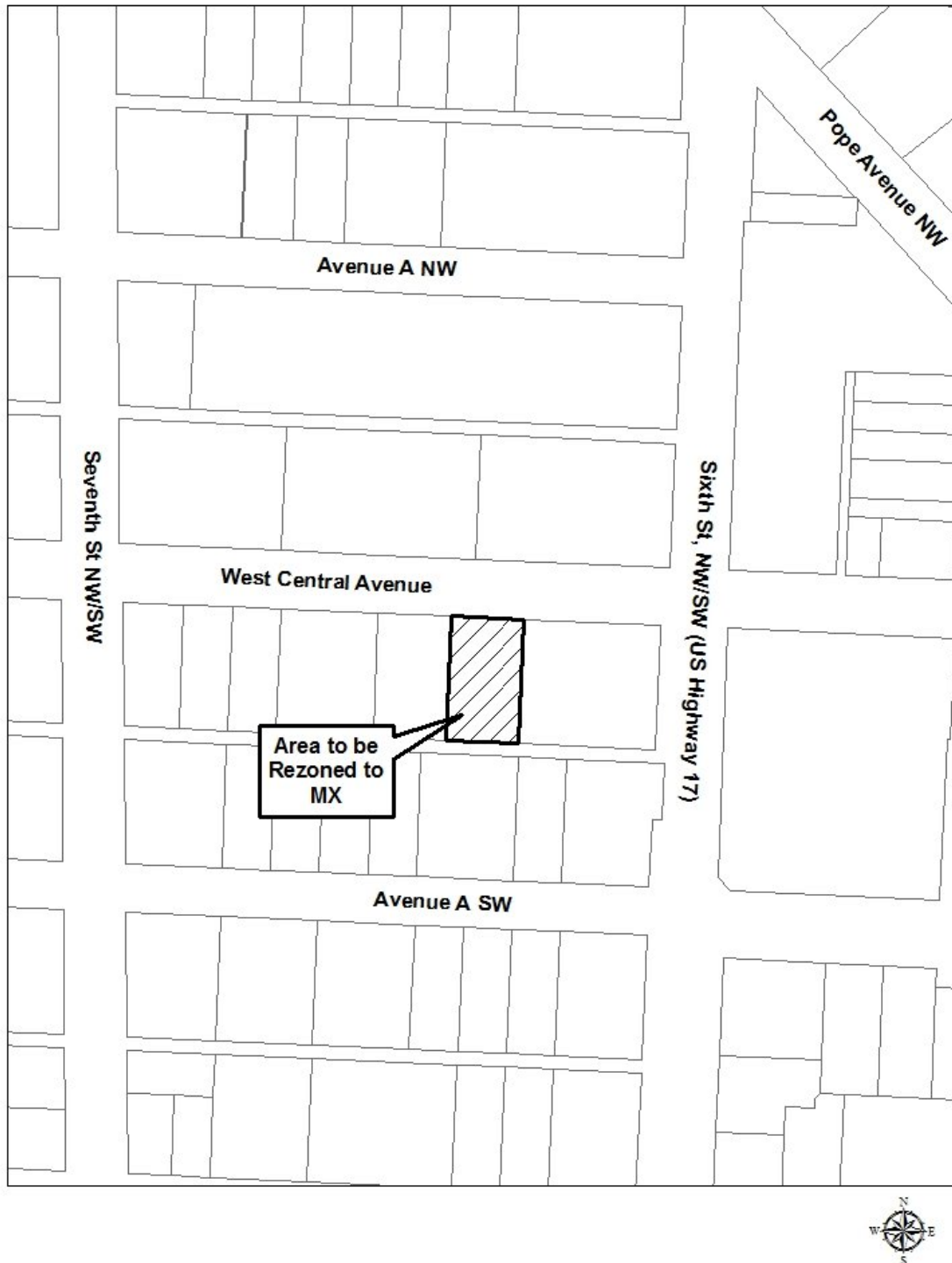
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Exhibit "A"



CITY OF WINTER HAVEN CITY COMMISSION MEETING SUMMARY
May 26, 2020

DATE: May 13, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Bonni S. Jensen, Firefighters' Retirement System Legal Counsel

BACKGROUND:

In December of 2019, Congress implemented changes to the Internal Revenue Code to change the long standing age 70 ½ to begin taking required minimum distributions from qualified pension plans to age 72. The amendment also seeks to add a provision to the plan to allow for the Pension Board to add tax changes to the Plan by policy to keep it in compliance with the Internal Revenue Code, giving those policies the effect of law until they can be added to the Plan.

To comply with these changes to the Code and its associated regulations as created by the SECURE Act and to keep the Plan in compliance with future changes to the IRC, Bonni Spatara Jensen of Klausner, Kaufman, Jensen & Levinson, legal counsel for the Firefighters' Pension Fund Board of Trustees recommends the following amendments to the Pension Plan document:

1. Section 13.31, Benefit amounts and eligibility, subsection (7) is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31 2019.
2. Section 13.32, Preretirement death, subsection (d) is amended to increase the age at which a surviving spouse is required to begin taking a required minimum distribution from the date the member would have been age 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019.
3. Section 13.35, Optional forms of benefits subsection (5)(e), is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31, 2019.

4. Section 13.41, Minimum distribution of benefits, subsection (b)(1) and (2) is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31, 2019.
5. Section 13.42, Miscellaneous Provisions, subsection (3) is amended to authorize the Board to establish and adopt administrative policies with the effect of a law to keep the Plan in compliance with the Internal Revenue Code.

FINANCIAL IMPACT:

Plan Actuary Foster & Foster has confirmed that there is no financial impact associated with the proposed plan changes reflected in Ordinance O-20-26.

RECOMMENDATION:

Staff recommends City Commission approval of Ordinance O-20-26.

ATTACHMENTS:

Ordinance O-20-26
Legal Counsel Bonni Spatara Jensen's email dated May 3, 2020
Plan Actuary Foster & Foster No Financial Impact Letter

ORDINANCE NO. O-20-26

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA AMENDING CHAPTER 13, PENSIONS AND RETIREMENT; EMPLOYEE BENEFIT PROGRAMS, ARTICLE II, FIREFIGHTERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN BY AMENDING SECTION 13-31 BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 13-32 PRERETIREMENT DEATH; AMENDING SECTION 13-35 OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 13-41 MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 13-42 MISCELLANEOUS PROVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven, Florida currently has a Firefighters' Retirement System for the benefit of City firefighters;

WHEREAS, changes to the Internal Revenue Code happen quickly and frequently. There is a benefit in authorizing the Board to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status;

WHEREAS; effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72;

WHEREAS; the City Code should be amended to reflect this Internal Revenue Code amendment;

WHEREAS; the City Commission finds that it is in the best interest of the City and employees to amend the Plan.

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

SECTION 1: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by amending Section 13-31(7), Benefit amounts and eligibility, to read as follows (deleted language is shown in ~~striketrough~~ and new language is shown as underlined) :

* * *

Sec. 13-31. – Benefit amounts and eligibility.

(7) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy two and one-half (72 70½), provided the member had not already attained age seventy and one half (70½) by December 31, 2019, or the calendar year in which the member terminates employment with the city.

SECTION 2: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by amending Section 13-32(d)(1), Preretirement death, to read as follows (deleted language is shown in ~~strikethrough~~ and new language is shown as underlined) :

Sec. 13-32. – Preretirement death.

* * *

(d) *Additional regulations with spouse as beneficiary.* Notwithstanding subsections (b) and (c) above, in the event a member or terminated vested person, with ten (10) or more years of credited service, dies prior to retirement or prior to receipt of benefits, his beneficiary shall be entitled to the accrued normal or early retirement benefit payable at the deceased member's early or normal retirement age less the value of any benefits paid or payable under subsection (b) or (c) above.

(1) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained age seventy two (72). ~~and one-half (70½).~~

* * *

SECTION 3: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by amending Section 13-35(5)(e), Optional forms of benefits, to read as follows (deleted language is shown in ~~striketrough~~ and new language is shown as underlined) :

:

Sec. 13-35. – Optional forms of benefits.

* * *

(5) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

(e) The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy two and ~~one half (72)~~ ~~70½~~, provided the member had not already attained age seventy and one half (70½) by December 31, 2019, or the calendar year in which the member terminates employment with the city.

* * *

SECTION 4: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by amending Section 13-41(b)(1) and 13-41(b)(2)(a), Minimum distribution of benefits, to read as follows (deleted language is shown in ~~striketrough~~ and new language is shown as underlined):

Sec. 13-41. – Minimum distribution of benefits.

* * *

(b) *Time and manner of distribution.*

(1) *Required beginning date.* The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age ~~seventy and one half (70½)~~ seventy two (72).

provided the member had not already attained age seventy and one half (70½) by December 31, 2019, or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin.* If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

- (a) If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age seventy two (72) ~~and one-half (70½)~~ if later, as the surviving spouse elects.

* * *

SECTION 5: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by amending Section 13-42(3), Miscellaneous provisions, to read as follows (deleted language is shown in ~~strike through~~ and new language is shown as underlined):

Sec. 13-42. – Miscellaneous provisions.

* * *

(3) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code section 401(a) and a governmental plan under code section 414(d), as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

(a) In recognition of the changing requirements of system qualification, the board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the board as required to

maintain continuing compliance with the Internal Revenue Code and that policy and any amendments shall have the force of law as if adopted by the City Commission.

* * *

SECTION 6: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 8: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 9: That this Ordinance shall become effective upon its adoption immediately after Second Reading/Public Hearing.

INTRODUCED ON FIRST READING, this ____ day of _____, 2020.

PASSED ON SECOND READING/PUBLIC HEARING, this ____ day of _____, 2020.

CITY OF WINTER HAVEN, FLORIDA

MAYOR – COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Approved as to legal sufficiency:

Bonni Jensen
Attorney for Firefighters' Pension Board

May 3, 2020

6:12 p.m.

To: Shawn Dykes

Cc: 'susypita@comcast.net'; bsjteam <bsjteam@robertdklausner.com>; Cassandra Harvey <cassandra@robertdklausner.com>

Shawn,

This firm is the legal counsel for the Winter Haven Firefighters' Retirement System. Attached is an Ordinance amendment to the Plan which changes the Pension Plan document to:

- implement changes made to the Internal Revenue Code contained within the recently enacted Setting Every Community Up for Retirement Enhancement (the "SECURE") Act and
- to add a provision to the plan to allow for the Pension Board to add tax changes to the Plan by policy to keep it in compliance with the Internal Revenue Code, giving those policies the effect of law until they can be added to the Plan.

Specifically the Ordinance amends:

Section 13.31, Benefit amounts and eligibility, subsection (7) is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31 2019.

Section 13.32, Preretirement death, subsection (d) is amended to increase the age at which a surviving spouse is required to begin taking a required minimum distribution from the date the member would have been age 70½ to age 72, provided the participant had not attained age 70½ by December 31, 2019.

Section 13.35, Optional forms of benefits subsection (5)(e), is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31 2019.

Section 13.41, Minimum distribution of benefits, subsection (b)(1) and (2) is amended to increase the age at which a member must begin taking a minimum distribution from age 70½ to age 72, provided the member had not attained age 70½ by December 31 2019.

Section 13.42, Miscellaneous Provisions, subsection (3) is amended to authorize the Board to establish and adopt administrative policies with the effect of a law to keep the Plan in compliance with the Internal Revenue Code.

An actuarial impact statement will be needed for this amendment no later than between first and second reading. I am not anticipating that this amendment will have an actuarial impact. I will provide you with the impact statement upon receipt.

I also wanted to follow up on the status of the Cancer presumption amendment that was submitted back in January. I know that the world has significantly changed since then, but wanted to follow up on the status.

Please feel free to contact me if you have any questions concerning these proposed ordinance.

To expedite the handling of your email, please be sure to copy bsjteam@robertdklausner.com on your emails.

Bonni S. Jensen
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317
Telephone: 954-916-1202
Facsimile: 954-916-1232
bonni@robertdklausner.com
website – www.klausnerkaufman.com



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IRS CIRCULAR 230 NOTICE: To the extent that this message or any attachment concerns tax matters, it is not intended to be used and cannot be used by a taxpayer for the purpose of avoiding penalties that may be imposed by law.

May 15, 2020

VIA EMAIL

Board of Trustees
City of Winter Haven
Firefighters' Pension Board

Re: City of Winter Haven Firefighters' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, as provided in Susy Pita's email request dated May 12, 2020, amending the Plan to increase the required minimum distribution age from 70 ½ to 72 for those who have not reached age 70 ½ on December 31, 2019, as required by the Internal Revenue Code. The proposed Ordinance also includes a change allowing for the Board of Trustees to adopt an administrative policy setting forth required provisions for tax qualification. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

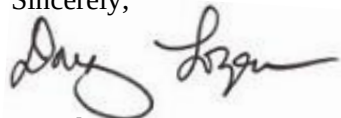
Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Bonni Jensen

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: May 27, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Charles Bird, Public Safety Director
David Knowles, Deputy Fire Chief

FROM: Casey Dasher, Fire Training and Safety Captain

SUBJECT: Award of ITB-20-33 Bunker Gear to Ten-8 Fire Equipment, Inc.
(Bradenton, FL)

BACKGROUND:

Personal Protective Ensembles, Bunker Gear, are a critical piece of firefighting equipment. This equipment has a predetermined life span of ten years due to its life safety utilization. With that in mind Fire administration forecasted the replacement needs to minimize budgetary impacts over the long term. The Department established a replacement process by utilizing a capital depletion fund to reduce total replacement cost all at once.

The Fire Department established a committee to select the best type of structural firefighting protective gear tailored to the Department's needs that meets and exceeds the industry standards. The committee evaluated four of the industry's top manufactures. Members of the committee received a demo of the gear in use. Department wide surveys allowed employee input for the committee to determine specific needs.

The committee selected Globe Athletix coats and Globe GPS pants based on a risk and needs assessment of reducing heat stress through a balance of thermal stability, thermal protection, freedom of movement and breathability.

The bid for ITB-20-33 was released April 16, 2020 and two bids were received. Fire Department staff recommend awarding the bid to Ten-8 Fire Equipment, Inc. (Bradenton, FL) as the lowest responsive, responsible bidder. A Recommendation of Award was posted with no protests received in response.

FINANCIAL IMPACT:

The cost for 20 sets of Globe Athletix Bunker Coats and Globe GPS Bunker Pants will be \$62,286.60 and is budgeted in capital depletion account 302-80-420-6448.

RECOMMENDATION:

Staff recommends the City Commission award ITB-20-33 to Ten-8 Fire Equipment, Inc. (Bradenton, FL) and authorize the City Manager to take any and all necessary actions thereto.

ATTACHMENTS:

ITB-20-33 Recommendation of Award
ITB-20-33 Bid Tabulation Sheet

WINTER HAVEN
The Chain of Lakes City
Office of Procurement

May 11, 2020

To: All Firms submitting Quotations for ITB-20-33

Subject: Recommendation of Award, ITB-20-33

Dear Bidder:

The City of Winter Haven staff has recommended the award of ITB-20-33, Bunker Gear, to Ten 8 Equipment, as the lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, please call me at 863.291.5664.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
Procurement Officer

ITB-20-33
May 7, 2020
City of Winter Haven
Tabulation of Bids

Bunker Gear

Item Quant.

Bidder No 1
Ten 8 Equipment
Bradenton, FL

Bidder No 2
Bennett Fire Products
Woodstock, GA

Unit Price

Total Price

Unit Price

Total Price

1 20 Coats, Globe Athletix

\$1,926.41

\$38,528.20

\$2,081.00

\$41,620.00

2 20 Pants, Globe GPS Pant System

\$1,187.92

\$23,758.40

\$1,271.00

\$25,420.00

Total, Items 1-2:

\$62,286.60

\$67,040.00

Delivery time

Within 110 days

Within 120-150 days

Prepared *Bethany Owen*

Date:

May 7, 2020

**CITY OF WINTER HAVEN FACT
SHEET CITY COMMISSION MEETING
June 8, 2020**

DATE: May 29, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Approval of Amendment No. 1 to Agreement for Sale and Purchase of Real Property between the City of Winter Haven and Florida Can Manufacturing, LLC, a Florida limited liability company

BACKGROUND:

Florida Can Manufacturing, LLC, a Florida limited liability company, (hereafter “FCM”) is a permitted assignee and party to that certain *Agreement for Sale and Purchase of Real Property* between the City and Caribbean Distillers, LLC approved by the City Commission on December 4, 2019. The land subject to the Agreement for Sale and Purchase of Real Property contains approximately 76+/- acres, and is generally located west and south of the City’s WWTP#3 (the “Subject Property”).

The Subject Property is zoned PUD (Planned Unit Development) Zoning District, and subject to conditions set forth in Ordinance No. O-19-49 (the “PUD Ordinance”).

The closing was scheduled to occur on Friday, June 5, 2020. FCM has requested an extension of the closing date to Thursday, July 2, 2020.

FINANCIAL IMPACT:

Approval of Amendment No. 1 to the Agreement for Sale and Purchase of Real Property is not anticipated to have any specific revenue impacts for the City.

RECOMMENDATION:

Staff recommends that the City Commission approve the Amendment No. 1 to the Agreement for Sale and Purchase of Real Property and authorize the City Manager and appropriate City officials to execute same and take all further actions necessary thereto.

ATTACHMENTS:

Amendment No. 1 to the Agreement for Sale and Purchase of Real Property

AMENDMENT NO. 1
TO
AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

This Amendment No. 1 to Agreement for Sale and Purchase of Real Property (the "Amendment") is made and entered into effective as of the ____ day of June, 2020, by and between **CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation** ("Seller"), and **FLORIDA CAN MANUFACTURING, LLC, a Florida limited liability company** ("Buyer").

WHEREAS, Seller and **CARIBBEAN DISTILLERS LLC, a Florida limited liability company** ("Assignor") entered into that certain Agreement for Sale and Purchase of Real Property with an Effective Date of December 6, 2019 for the sale and purchase of property located in Polk County, Florida, which was subsequently assigned from Assignor to Buyer by that certain Assignment of Agreement for Sale and Purchase of Real Property with an effective date of February 10, 2020 (as assigned, the "Contract");

WHEREAS, the Buyer has requested, and the Seller has agree to amend the Contract for purpose of extending the date of Closing to July 2, 2020; and

WHEREAS, the parties agree to such amendment to the Contract as set forth below.

NOW, THEREFORE, in consideration of these presents and in further consideration of the sum of \$10.00 in hand paid to the other party by each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The date of Closing set forth in Section 8(a) shall be amended to July 2, 2020 or such earlier time as may be mutually agreed upon by the parties, the Title Agent and the Escrow Agent in writing.
2. All other terms and conditions of the Contract not specifically addressed above shall remain unchanged by this Amendment.
3. Seller and Buyer agree that an electronic copy of this Amendment and any signatures thereon shall be considered for all purposes as originals, and that this Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Amendment.

[SIGNATURE(S) ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

BUYER:

FLORIDA CAN MANUFACTURING, LLC,
a Florida limited liability company

By: _____
Jose Rivera, Manager

Dated: _____, 2020

SELLER:

CITY OF WINTER HAVEN, FLORIDA

Mike Herr, City Manager

ATTEST:

APPROVED AS TO FORM:

Vanessa Castillo, City Clerk

Frederick J. Murphy, Jr., City Attorney

Dated: _____, 2020

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: May 28, 2019

TO: Honorable Mayor and City Commissioners

VIA: Michael Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: M.J. Carnevale, Public Works Department Director

SUBJECT: Agreement with Carter and Kaye Engineering, LLC for Project Management Assistance

BACKGROUND:

The Ave. C SW and 2nd Street Complete Street Project funded by FDOT (\$1,442,866) will improve pedestrian facilities on both streets; create designated on-street parking; provide minor landscaping and drainage improvements; and improve the intersections at First Street and at Avenue G, SW. The project is currently at the 100% design phase and being prepared for construction bid.

To minimize risk during the construction of capital projects the City hires professional engineering support from experienced contractors to ensure a quality product is delivered to the community in a cost efficient and timely manner. Carter and Kaye Engineering has a proven track record on these types of projects and has played an important role in protecting the City's interests. Under their Master Continuing Contract for engineering they will provide approximately 12.5 hours per week over the 40 week project window starting at project kickoff.

FINANCIAL IMPACT:

The task order for this work includes a not-to-exceed amount of \$ \$70,800 to be paid from the Transportation Fund.

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to enter the Agreement with Carter and Kaye Engineering, LLC and take all actions necessary and incidental thereto.

ATTACHMENTS:

- Task Order for Project Management Assistance

CITY OF WINTER HAVEN

TASK ORDER

PROJECT MANAGEMENT ASSISTANCE

For the

**AVENUE C AND 2ND STREET SW
COMPLETE STREETS– RECONSTRUCTION
PROJECT**

Prepared For:



Mike Herr
City Manager
451 Third Street N. W.
Winter Haven, Florida 33881

Prepared By:



137 5TH Street N.W.
Winter Haven, Florida 33881
Tel: 863-294-6965

May 2020

BACKGROUND INFORMATION

This Task Order has been prepared within the provisions of the agreement between the City of Winter Haven and Carter and Kaye Engineering, LLC, under the “Master Continuing Professional Consulting Services Agreement”, executed on March 25, 2020.

The Task Order assumes the following scope of work and cost/time totals:

1. This Task Order covers Project Management, coordination, and periodic inspection for the Avenue C and 2nd Street SW Complete Streets Reconstruction Project the City has recently undertaken. The scope of work will not take the place of City staff or Engineer of Record (EOR) inspections, decisions, or certifications. It is intended to reduce staff administrative time by performing the required coordination between the City departments, contractors, the EOR, and affected parties. The critical purpose is to ensure that this project is completed timely and on budget.
2. The time committed for the work will vary week by week as the project either begins in earnest, or winds down to completion. Throughout the week, the level of effort will vary daily depending on the pace of construction activity and level of coordination necessary.
3. Work may either be specifically requested by the Engineering Division, or may be suggested by Carter/Kaye, and then approved and coordinated through the Engineering Division. Assistance is expected to mirror and augment those tasks that the Engineering Division normally conducts, but cannot accomplish due to the size and number of capital projects underway timely.
4. As these efforts will be on an as-needed basis with a varying time commitment for the project, the Estimated Budget was prepared by using past project experience and then extrapolating to arrive at an average expected time needed per week. To arrive at a total Task Order Budget, an estimated number of man-hours per week was used, then multiplied by the hourly rate of the personnel listed.
5. All work would be paid at the established hourly rate, up to the maximum amount listed in the Task Order.

1) Scope of Services

To satisfy this Task Order, Carter/Kaye will perform the following scope of services:

- a) Reports directly to the City Engineer
- b) Reviews project plans, specifications, and contracts to become familiar with project scope, budget, and schedule
- c) Schedules, coordinates, records minutes, and follow-up construction meetings including: bi-weekly progress, final walk-through, and other issue specific meetings as needed
- d) Insures communication between project team (contractor, EOR, city inspectors, utility providers, affected citizens and/or adjacent property owners)
- e) Coordinates resolution of construction conflicts
- f) Monitors timing of contractor submittals and review of monthly draws and/or change orders to ensure payment process proceeds according to schedule
- g) Monitor contractor prepared schedule (Gantt or Critical Path) for issues affecting timely completion and coordinate with project team to resolve scheduling concerns in advance
- h) Insures that test reports and submittals are reviewed and approved by the city staff and the EOR to enable initiation of subsequent project phases
- i) Assists City in reviewing value engineering on the project
- j) Visits the site as needed to keep apprised of the projects progress, at least weekly
- k) Performs periodic inspections to view and report on technical aspects of the construction
- l) Prepares monthly project summary time activity reports for staff review

2) Time for Performance

After approval of this Task Order, we expect to initiate services immediately upon direction from the City Engineer. We anticipate the total time required to complete the above Scope of Services will be about **9 months**. Additional time may be required if the construction project duration is increased or extended.

3) Method & Amount of Compensation

Carter/Kaye will perform the Scope of Services described above. Billing will be per the attached hourly rate schedule, with a not to exceed without prior authorization cost of **\$70,800**. Under this agreement, progress will be billed on a monthly basis.

4) Master Continuing Professional Consulting Agreement: Provisions of Item 6 - Construction Phase

The tasks under Item 2.4 Design Services (a) – Preliminary Design Plans, and (b) Final Design Plans, have already been completed at this time. No preliminary or feasibility studies are anticipated because the project is under way. Such studies are not proposed to be provided by CK.

CK will perform a variety of the tasks of Item 2.6 – Construction Phase Services, as described in the above Scope of Services.

5) Deliverables

Monthly task activity reports will be prepared for staff review.

6) Services, Information, & Data provided by the City of Winter Haven

The City will provide to CK any available plans, specifications, bid documents, or construction correspondence for the project.

COST SUMMARY

Budget Estimate of Time

(Hours are averaged over the project duration)

Using the recently completed 7th Street project and evaluating the number of hours worked over the 12 months when significant activity was taking place, we arrived at the following expected hours of work per week and the attendant costs*:

- | | |
|-----------------------|----------------------------------|
| 1. Principal Engineer | 6 hours/week @ \$180 = \$1,080 |
| 2. Engineer V | 6 hours/week @ \$110 = 660 |
| 3. Clerical | 1/2 hour/week @ \$60 = <u>30</u> |
| | \$1,770/week |

Assuming a 9 month project duration, or about 40 weeks, gives:

40 weeks X \$1,770/week = \$70,800

Not-to-Exceed without Prior Authorization: **\$ 70,800**

*See Attachment A for hourly rates

TASK ORDER SIGNATURE PAGE

Carter and Kaye Engineering, LLC

City of Winter Haven, Florida

Signature 

Signature _____

Printed Name David C. Carter

Printed Name _____

Title Principal Engineer

Title _____

Date 4/30/20

Date _____

Federal Tax ID Number 84-4082217

ATTACHMENT "A"

CURRENT HOURLY RATE SCHEDULE

1.	Principal Engineer -Expert Witness	\$235.00
2.	Principal Engineer – Attend Public Hearings	\$190.00
3.	Principal Engineer	\$180.00
4.	Registered Engineer – Expert Witness	\$180.00
5.	Registered Engineer	\$150.00
6.	Project Manager/Engineer V	\$110.00
7.	Project Manager/Engineer IV	\$105.00
8.	Project Manager/Engineer III	\$ 85.00
9.	Project Manager/Engineer II	\$ 80.00
10.	Project Manager/Engineer I	\$ 70.00
11.	Project Coordinator	\$ 70.00
12.	Clerical	\$ 60.00
13.	Engineering Designer III	\$105.00
14.	Engineering Designer II	\$100.00
15.	Engineering Designer I	\$ 80.00

DIRECT EXPENSES

1.	BLUEPRINT	1 - 25	\$ 2.00
		26 - 99	\$ 1.75
		100 & Over	\$ 1.50
2.	COPY MACHINE		\$ 0.20 Per Copy
3.	FACSIMILE		\$ 1.00 Per Minute
4.	FEDERAL EXPRESS/POSTAGE		Based on Weight
5.	MILEAGE		\$ 0.57 Per Mile
6.	MYLAR		\$ 7.00

All direct expenses such as application fees, printing and copy costs, long distance phone calls, or travel expenses shall be paid for by the owner. Any specialty service fees such as boundary or topographical surveys, soil exploration, environmental, or traffic studies may be directly contracted by the CLIENT. If these type services are sub-contracted through CarterKaye, a 10% surcharge will be applied.

One and one half (1 1/2%) percent interest per month will be applied to unpaid balances. Cost accrued as a result of collecting delinquent balances such as attorney fees will be paid by the clients.

In cases where overtime work is required by the client and performed by hourly paid employees, it shall be billed at a rate of one and one-half (1 1/2) times the standard hourly rates.

Hourly rates are in effect through December 31st. Rates will be revised annually, effective January 1st.

REVISED: 01/01/2020

**CITY OF WINTER HAVEN FACT
SHEET CITY COMMISSION MEETING
June 8, 2020**

DATE: June 5, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Developer's Agreement between the City of Winter Haven and Florida Can Manufacturing, LLC, a Florida limited liability company

BACKGROUND:

Florida Can Manufacturing, LLC, a Florida limited liability company, (hereafter "FCM") is a permitted assignee and party to that certain *Agreement for Sale and Purchase of Real Property* between the City and Caribbean Distillers, LLC approved by the City Commission on December 4, 2019. The land subject to the Agreement for Sale and Purchase of Real Property contains approximately 76+/- acres, and is generally located west and south of the City's WWTP#3 (the "Subject Property").

The Subject Property is zoned PUD (Planned Unit Development) Zoning District, and subject to conditions set forth in Ordinance No. O-19-49 (the "PUD Ordinance").

FCM, among other things, is in the business of manufacturing aluminum products and desires to proceed with development of the Subject Property as an advanced aluminum processing manufacturing facility consisting of, inter alia, warehouse/manufacturing/office space, retention areas, parking, and related/ancillary facilities and improvements (the "Manufacturing Facility" or "Project").

The initial phase of the Project includes the construction of approximately 300,000 square feet of warehouse/manufacturing/office space on approximately 46.27 acres with subsequent phases of the Project to include additional construction at densities and intensities consistent with the City of Winter Haven Comprehensive Plan and the PUD Ordinance all being to the west of that portion of a dirt road a/k/a Pollard Road that runs through the Subject Property as such road currently exists. FCM and the City anticipate that there may be future development of the eastern portion of the Subject Property containing approximately 30.52 acres also with densities and intensities consistent with the City of Winter Haven Comprehensive Plan and the PUD Ordinance all being to the east of that portion of Pollard Road that runs through the Subject Property as such road currently exists. Specific matters associated with development of the eastern portion of the Subject Property will be addressed in amendments to the proposed Developer's Agreement.

FCM has made, and will continue to make, financial commitments and expenditures in reliance upon and in contemplation of the eventual development of the Subject Property in its entirety.

The Subject Property is designated as a key location within the Hillsborough + Polk Freight Logistics Zone, is located within the City of Winter Haven Industrial Development Zone and is within Census Tract 145.01, which was designated by the State of Florida in 2018 as a Federal Opportunity Zone.

The development of the Subject Property may be eligible for certain Federal tax incentives or benefits including those associated with Opportunity Zones and New Markets Tax Credit programs.

FCM worked collaboratively with the Winter Haven Economic Development Council to secure City, County and State inducements including State of Florida Qualified Target Industry (QTI) tax rebates, Polk County Ad Valorem Tax Exemptions, Polk County Business Incentives and Polk County Impact Fee Mitigations during its due diligence period to establish the viability of the Subject Property and selected the Subject Property over alternative locations outside the State of Florida.

To secure the benefits of the above referenced inducements, FCM intends to acquire the Subject Property and construct and operate its Manufacturing Facility to produce food grade aluminum products and create 160 new jobs at 100% of the Polk County Average Annual Wage with 110 of those jobs at 115% of the Polk County Average Annual Wage as determined by Enterprise Florida and the Florida Department of Economic Opportunity.

In anticipation and reliance of eventual development of the Subject Property for FCM's Intended Use, FCM has taken (or intends to take) certain actions, including, but not limited to, the following:

- (a) Entered into that certain Ad Valorem Tax Exemption Performance Agreement Between Polk County and Florida Can Manufacturing, LLC;
- (b) Entered into that certain Agreement For Economic Development Impact Fee Mitigation (Between Polk County and Florida Can Manufacturing, LLC) ("County Impact Fee Mitigation Agreement");
- (c) Entered into an Agreement with the State of Florida Department of Economic Opportunity for QTI inducements; and
- (d) Expended substantial sums on planning, negotiation, site preparation, and other development related costs and expenses.

Upon completion of the initial phase of the Project, it is anticipated that FCM will create and have in place 110 new, permanent, full time jobs as more particularly set forth in the County Impact Fee Mitigation Agreement as a result of the Project and that said jobs will be located at the Subject Property.

The City's potable water and wastewater utility infrastructure is capable of supporting the development and operation of the Project on the western portion of the Subject Property as described and envisioned and likely for the eventual development of the Subject

Property in its entirety.

Development of the Subject Property requires FCM and the City to perform certain obligations and provide for certain impacts of such development as more particularly set forth in the proposed Developer's Agreement that is being presented to the City Commission for approval.

The Developer's Agreement provides for the following:

- The initial phase of development of the Project on the Subject Property shall substantially and materially conform with and be subject to the site plan prepared by FCM's engineers and submitted to the City for review on April 14, 2020, as may be amended (the "Site Plan"), and those certain construction documents prepared by FCM's engineers and submitted to the City for review on April 14, 2020, as may be amended ("Site Construction Documents");
- The development of the Subject Property shall substantially and materially conform with and be subject to Architectural and Building Plans to be prepared by FCM's engineers and required to be submitted prior to building permit issuance as may be amended (the "Architectural and Building Plans") provided such Architectural and Building Plans comport with applicable ordinances, codes, laws and conditions of necessary approvals by City Authorities;
- Concurrent with closing, FCM agrees to provide (including paying the costs of recording same in the Public Records of Polk County, Florida) to the City appropriate easements, acceptable to the City, providing for access for maintenance and repair of existing City Utility Lines and access for ingress and egress for the existing Pollard Road from Logistics Parkway to the City's WWTP#3 that transects the Subject Property generally in a north-south manner. Such easements shall be in effect until relocation of City Utility Lines and Roadway Improvements as contemplated and provided for in the Developer's Agreement are completed and accepted by the City. If such relocation does not occur then such easements shall be perpetual;
- Concurrent with closing, the City agrees to provide FCM with an Access Easement from Logistics Parkway to the subject Property;
- FCM shall, within 60 months of the date of receipt of a triggering permit as set forth in the Developer's Agreement, commence design and construction of Roadway Improvements to re-align Pollard Road (as a sixty (60) foot City right-of-way) on City owned property to the east of the Subject Property. Roadway Improvements shall be designed, permitted, installed and constructed in accordance or in conformance with applicable specifications for a local street with two, 12-foot travel lanes set forth in Section 9 of the City's Technical Standard Specifications relating to Roadway Design and Construction and shall be complete by a date to be agreed upon by the parties based on the intensity of expected uses in the PUD Zoning District established in Ordinance O-19-49 and a reasonable time for planning and construction. FCM shall control all aspects of construction and installation and be

responsible for all costs and expenses associated therewith and generally consistent with Exhibit "E" to the Developer's Agreement;

- FCM shall cause to be relocated (or otherwise provide for the functional or similar replacement thereof) that portion of the City Utility Lines and the Commercial Utility Lines within the Subject Property to a mutually agreed upon portion of the City's aforescribed sixty (60) foot City right-of-way located along and adjacent approximately 2,771+/- linear feet of the Subject Property's eastern boundary. Said City Utility Lines and Commercial Utility Lines shall be relocated in accordance or in conformance with commonly accepted specifications. FCM shall control all aspects of the relocation and shall select and hire any independent contractors to complete the work as it shall determine and be responsible for all costs and expenses associated therewith and generally consistent with Exhibit "E" to the Developer's Agreement;
- FCM, at FCM's sole cost, shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of sufficient size and capacity to accommodate the anticipated sanitary sewer flow requirements of the Project (the "Lift Station") upon the Subject Property to be owned and maintained by FCM and remain private, serving only the Project;
- In the event the City obtains funds from other sources or programs sufficient to pay for most or all of the costs and expenses of the Roadway Improvements and the relocation of City Utility Lines and Commercial Utility Lines, FCM and the City may enter into an amendment to this Developer's Agreement providing for the acceleration of the design, permitting, installation, construction and/or relocation of the Roadway Improvements and relocation of City Utility Lines and Commercial Utility Lines;
- Upon FCM's submittal for a building permit on the eastern portion of the Subject Property or commencement of design and construction of the Roadway Improvements, the City shall cause to be executed and delivered to FCM a stormwater discharge easement on property the City owns to the east of the Subject Property. Said easement, inter alia, will provide for the continual natural runoff of stormwater from the eastern portion of the subject Property to certain City owned property;
- There is sufficient capacity in the City's potable water and wastewater utility systems to serve the foreseeable needs of the Project. If additional improvements to the City's wastewater utility system are required in order to meet FCM's potential sludge treatment and disposal needs then the parties agree to cooperatively work together to identify the scope, extent, timing, and costs of same and enter into an amendment to the Developer's Agreement to address all such issues relating to FCM's sludge treatment and disposal needs;
- Enclosed building capacity for the Subject Property, or any subdivided portion thereof, shall be determined at the time of site plan approval in accordance with City Code requirements for floor area ratio.

Said conditions of approval for the Project are required for the purpose of ensuring that the City maintains the minimum standards for health, safety and welfare in the most cost-effective manner and to promote the convenience, comfort, public interest, and general welfare of the citizens of the City and to meet present and future local needs, while at the same time meeting the needs of FCM. It is in the best interest of the parties and the citizens of the City to address the construction of the required public infrastructure improvements and for the City and FCM to provide the consideration specified in the Developer's Agreement in order to advance the construction of said improvements as provided for in the Developer's Agreement. The Developer's Agreement is entered into pursuant to the general and home rule powers of the City and is not a Development Agreement pursuant to Chapter 163 of the Florida Statutes.

FINANCIAL IMPACT:

Approval of the Developer's Agreement is not anticipated to have any specific revenue impacts for the City other than the receipt of permit fees, impact fees, and associated fees for development review/costs.

RECOMMENDATION:

Staff recommends that the City Commission approve the Developer's Agreement and authorize the Mayor and appropriate City officials to execute same and authorize the City Manager to take all necessary actions to ensure the City's performance under the Developer's Agreement.

ATTACHMENTS:

Developer's Agreement with Exhibits

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Lionel E. Rubio, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, 2nd Floor
Winter Park, Florida 32789
(407) 423-4246

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT, hereinafter referred to as the "Agreement," is made as of this ____ day of June, 2020, by and between the CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation ("City"), and FLORIDA CAN MANUFACTURING, LLC., a Florida limited liability company ("FCM").

WITNESSETH:

WHEREAS, FCM is a permitted assignee and party to that certain *Agreement for Sale and Purchase of Real Property* between the City and Caribbean Distillers, LLC dated December 6, 2019 and is expected to, at the consummation of the contemplated transaction therein, own fee simple title to that certain real property containing approximately 76+/- acres, generally located in Winter Haven, Polk County, Florida, being more particularly described on attached **Exhibit "A"** (the "Subject Property"); and

WHEREAS, the Subject Property is zoned PUD (Planned Unit Development) Zoning District, and subject to Winter Haven Ordinance No. O-19-49 attached hereto as **Exhibit "B"** (the "PUD Ordinance"); and

WHEREAS, FCM, among other things, is in the business of manufacturing aluminum products and desires to proceed with development of the Subject Property as an advanced aluminum processing manufacturing facility consisting of, inter alia, warehouse/manufacturing/office space, retention areas, parking, and related/ancillary facilities and improvements (the "Manufacturing Facility" or "Project"); and

WHEREAS, in support of the Project, FCM intends to submit and obtain City review and approval of certain plans for construction more particularly described herein, copies of which will be filed in either the offices of the City Building Official, the offices of the City Engineer, or both; and

WHEREAS, the initial phase of the Project includes the construction of approximately 300,000 square feet of warehouse/manufacturing/office space on approximately 46.27 acres with subsequent phases of the Project to include additional construction at densities and intensities consistent with the City of Winter Haven Comprehensive Plan and the PUD Ordinance (all being to the west of the westernmost right-of-way line of that portion of Pollard Road that runs through

the Subject Property as such road exists as of the hereafter defined Effective Date) (the “Western Portion of the Project”) and the future development of the eastern portion of the Subject Property containing approximately 30.52 acres also with densities and intensities consistent with the City of Winter Haven Comprehensive Plan and the PUD Ordinance (all being to the east of the of the westernmost right-of-way line of that portion of Pollard Road that runs through the Subject Property as such road exists as of the hereafter defined Effective Date) (the “Eastern Portion of the Project”); and

WHEREAS, FCM has made, and will continue to make, financial commitments and expenditures in reliance upon and in contemplation of the eventual development of the Subject Property in its entirety; and

WHEREAS, the Subject Property is designated as a key location within the Hillsborough + Polk Freight Logistics Zone, is located within the City of Winter Haven Industrial Development Zone and is within Census Tract 145.01, which was designated by the State of Florida in 2018 as a Federal Opportunity Zone; and

WHEREAS, the development of the Subject Property may be eligible for certain Federal tax incentives or benefits including those associated with Opportunity Zones and New Markets Tax Credit programs; and

WHEREAS, FCM worked collaboratively with the Winter Haven Economic Development Council to secure City, County and State inducements including State of Florida Qualified Target Industry (QTI) tax rebates, Polk County Ad Valorem Tax Exemptions, Polk County Business Incentives and Polk County Impact Fee Mitigations during its due diligence period to establish the viability of the Subject Property and select the Subject Property over alternative locations outside the State of Florida; and

WHEREAS, to secure the benefits of the above referenced inducements, FCM intends to acquire the subject property and construct and operate its Manufacturing Facility to produce food grade aluminum products and create 160 new jobs at 100% of the Polk County Average Annual Wage with 110 of those jobs at 115% of the Polk County Average Annual Wage as determined by Enterprise Florida and the Florida Department of Economic Opportunity; and

WHEREAS, in anticipation and reliance of eventual development of the Subject Property for FCM’s Intended Use, FCM has taken (or intends to take) certain actions, including, but not limited to, the following:

- (a) Entered into that certain Ad Valorem Tax Exemption Performance Agreement Between Polk County and Florida Can Manufacturing, LLC;
- (b) Entered into that certain Agreement For Economic Development Impact Fee Mitigation (Between Polk County and Florida Can Manufacturing, LLC) (“County Impact Fee Mitigation Agreement”);
- (c) Entered into an Agreement with the State of Florida Department of Economic Opportunity for QTI inducements; and

(d) Expended substantial sums on planning, negotiation, site preparation, and other development related costs and expenses.

WHEREAS, the City desires to encourage and facilitate the location and retention of private enterprises, such as FCM, within the state of Florida, and more specifically, within Winter Haven, Florida; and

WHEREAS, the City wishes to enhance and expand economic activity within Winter Haven, Florida by attracting and retaining manufacturing development, business enterprise management, and other activities, such as those provided by FCM, conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state; and

WHEREAS, it is necessary and in the public interest to facilitate the growth and creation of business enterprises within Winter Haven, Florida; and

WHEREAS, upon completion of the initial phase of the Project, it is anticipated that FCM will create and have in place 110 new, permanent, full time jobs as more particularly set forth in the County Impact Fee Mitigation Agreement as a result of the Project and that said jobs will be located at the Subject Property; and

WHEREAS, as of the date of execution of this Agreement, the City confirms that the Project concepts and preliminary description of the Manufacturing Facility are consistent with the PUD Ordinance; and

WHEREAS, the Subject Property is within the City's incorporated municipal limits; and

WHEREAS, as of the date of execution of this Agreement, the City confirms that the City's potable water and wastewater utility infrastructure is capable of supporting the development and operation of the Project as described and envisioned; and

WHEREAS, development of the Subject Property requires FCM to perform certain obligations and provide for certain impacts of such development as more particularly specified herein; and

WHEREAS, in conjunction with FCM's development of the Subject Property and as a condition of approval of the full buildout of the Project, the City requires the relocation of certain utilities, to include the hereafter defined City Utility Lines, and the construction of the hereafter defined Roadway Improvements as provided for herein; and

WHEREAS, until such time as the City Utility Lines are relocated and the Roadway Improvements are completed and accepted by the City as contemplated and provided for in this Agreement and concurrent with closing, FCM agrees to provide to the City a mutually agreed upon easement agreement providing for access for maintenance and repair of existing City Utility Lines and the existing dirt road (a/k/a Pollard Road) from Logistics Parkway to the City's

Wastewater Treatment Plant No. 3 (WWTP#3) that transects the Subject Property generally in a north-south manner; and

WHEREAS, in connection with the relocation of the hereafter defined City Utility Lines, in the event the City requests for such lines to be oversized (as provided for herein), the City hereby finds it desirable and cost-effective for City to pay for the additional costs attributable to the oversizing of such lines (at the time of relocation), beyond the costs attributable to both (a) relocation and (b) resizing of the hereafter defined City Utility Lines, all as provided for in this Agreement; and

WHEREAS, said conditions of approval for the Project are required for the purpose of ensuring that the City maintains the minimum standards for health, safety and welfare in the most cost-effective manner and to promote the convenience, comfort, public interest, and general welfare of the citizens of the City and to meet present and future local needs, while at the same time meeting the needs of FCM; and

WHEREAS, subject to the terms of this Agreement, it is in the best interest of the parties and the citizens of the City to advance the construction of the required public infrastructure improvements and for the City and FCM to provide the consideration specified in this Agreement in order to advance the construction of said improvements as provided for herein; and

WHEREAS, the City and FCM desire to enter into this Agreement to memorialize certain promises, agreements, covenants and expectations pertaining to the construction of certain infrastructure, the development of the Subject Property, and other matters as provided for herein; and

WHEREAS, this Agreement is entered into pursuant to the general and home rule powers of the City and is not a Development Agreement pursuant to Chapter 163 of the Florida Statutes; and

WHEREAS, both parties enter into this Agreement as an arm's length transaction.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FCM and the City agree as set forth herein.

1. **Recitals.** The above premises are true and correct and are incorporated herein as material provisions of this Agreement. Any and all exhibits referred to in this Agreement are incorporated herein as material provisions of this Agreement.

2. **Site Plan and Site Construction Plans.** Subject to the PUD Ordinance, the requirements of the Code of Ordinances of the City of Winter Haven, Florida ("City Code"), applicable state and federal laws, and any lawfully imposed conditions of necessary approvals by the Winter Haven City Commission, the Winter Haven Planning Commission, and/or Winter Haven City Staff (collectively "City Authorities"), the development of the Subject Property shall

substantially and materially conform with and be subject to the site plan prepared by FCM's engineers and submitted to the City for review on April 14, 2020, as may be amended (including by the addition of subsequent phases) (the "Site Plan"), and those certain construction documents prepared by FCM's engineers and submitted to the City for review on April 14, 2020, as may be amended (including by the addition of subsequent phases) ("Site Construction Documents"). Copies of said Site Plan and Site Construction Documents shall after filing be retained by the City Engineer and approved versions thereof shall be incorporated herein by this reference. If required, this Agreement shall be modified by the parties as necessary to incorporate any lawfully imposed conditions of necessary approvals by City Authorities. Approval of the Site Plan and Site Construction Documents, when given, does not constitute approval of any of FCM's other plans pending applications for permits or any waiver of City requirements. Amendments to the Site Plan and Site Construction Plans shall be in accordance with applicable City Code.

3. **Architectural Plans and Building Plans.** Subject to the PUD Ordinance, the requirements of City Code, applicable state and federal laws including but not limited to the Florida Building Code and the Florida Fire Prevention Code, and any lawfully imposed conditions of necessary approvals by City Authorities, development of the Subject Property shall substantially and materially conform with and be subject to the architectural and building plans prepared by FCM's engineers and required to be submitted prior to the building permit issuance as may be amended (including by the addition of subsequent phases) (the "Architectural and Building Plans") provided such Architectural and Building Plans comport to the above mentioned ordinances, codes, laws and conditions of necessary approvals by City Authorities. Copies of said Architectural and Building Plans shall after filing be retained by the City's Building Official in the offices of the Building Division and approved versions thereof shall be incorporated herein by this reference. If required, this Agreement shall be modified by the parties as necessary to incorporate any lawfully imposed conditions of necessary approvals by City Authorities. Approval of the Architectural Plans and Building Plans, when given, does not constitute approval of any of FCM's other plans, pending applications for permits, or any waiver of City requirements. Complete development of the Subject Property may be phased and Architectural Plans and Building Plans submitted to the City for review as stated herein may, at FCM's option, comprise the initial phase of development only. Architectural Plans and Building Plans for additional phases submitted during the effective period of this Agreement shall be subject to this paragraph. Amendments to the Architectural Plans and Building Plans shall be in accordance with applicable City Code.

4. **Easements for existing City Utility Lines and Pollard Road.** Concurrent with closing, FCM agrees to provide (including paying the costs of recording same in the Public Records of Polk County, Florida) to the City a mutually agreeable easement agreement providing for access for maintenance and repair of existing City Utility Lines and access for ingress and egress for the existing Pollard Road from Logistics Parkway to the City's WWTP#3 that transects the Subject Property generally in a north-south manner. Said easement agreement shall be in substantially similar form as attached **Exhibit "C"** and shall include, inter alia: (a) be in effect until relocation of City Utility Lines and Roadway Improvements as contemplated and provided for in this Agreement are completed and accepted by the City; (b) provide that if such relocation does not occur then such easements shall be perpetual; (c) be easements for specific purposes; and (d) include language providing for "daisy-chain locks" or other means of

restricting access and securing the applicable premises, maintenance of the easements, relocation of the easements, and that such easements shall not be construed as creating any rights in the general public or as dedicating for public use any portion of the easement.

Additionally, City agrees to provide to FCM a mutually agreeable easement agreement (with FCM paying the costs of recording same in the Public Records of Polk County, Florida) providing for ingress and egress over, upon and through that portion of City owned land extending from the southern boundary of the Subject Property to the terminus of the paved portion of Pollard Road/Logistics Parkway such that the Subject Property will have legal and actual access to and from the Subject Property to and from Pollard Road/Logistics Parkway south of the Subject Property. Said easement agreement shall be in substantially similar form as attached **Exhibit "D."**

5. **Roadway Improvements.** A special condition of the PUD zoning ordinance governing development in the Subject Property and adjacent areas to the North and East requires Pollard Road (also known as Logistics Parkway) to be extended through the PUD Zoning District. Subject to the provisions provided for herein, the Site Plan for full development of the Subject Property envisions relocation of that segment of Pollard Road which runs through the Subject Property from its present location to that certain sixty (60) foot wide City owned property located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary, being more particularly depicted on **Exhibit "E"** ("Roadway Improvements")(improvements depicted on Exhibit "E" are expressly subject to the provisions contained in this Developer's Agreement).

If, during the term of this Agreement and subject to the provisions herein, FCM applies for and receives a single building permit or series of building permits from the City to construct cumulative building area in excess of 100,000 square feet on the Eastern Portion of the Project, FCM shall, within sixty (60) months of the date of receipt of the triggering permit, commence design and construction of the Roadway Improvements. Roadway Improvements shall be designed, permitted, installed and constructed in accordance or in conformance with applicable specifications for a local street with two, 12-foot travel lanes set forth in Section 9 of the City's Technical Standard Specifications relating to Roadway Design and Construction and shall be complete by a date to be agreed upon by the parties based on the intensity of expected uses in the governing PUD zoning district and a reasonable time for planning and construction. FCM shall control all aspects of the construction and installation of the Roadway Improvements and shall select and hire any independent contractors to complete the work as it shall determine and be responsible for all costs and expenses associated therewith. FCM shall not permit or allow any construction or mechanics lien or other similar interest to attach to the City's property as a result of the Roadway Improvements.

It is understood and agreed by the parties that construction of the Roadway Improvements will be on City-owned property; as such, prior to commencing construction of the Roadway Improvements, the parties shall enter into a mutually agreed upon temporary construction easement and such other documents reasonably necessary for FCM to complete the Roadway Improvements or otherwise effectuate the purposes and intent of this Agreement.

Upon completion of the Roadway Improvements, FCM shall execute and deliver to the City a bill of sale conveying the Roadway Improvements to the City. Upon confirmation by the City Engineer that the Roadway Improvements have been designed, permitted, installed and constructed in accordance with the City's standards, the City shall accept the conveyance and responsibility of all Roadway Improvements and related infrastructure built in connection thereto together with all title, right and interest to same immediately vesting in the City and thereafter City shall be responsible for the operation and maintenance of Roadway Improvements. FCM, to the extent permissible, shall assign all warranties including manufacturer's warranties for equipment related to the Roadway Improvements to the City. The Roadway Improvements shall not be opened or otherwise accessible to the public until such time as the Roadway Improvements have been accepted by the City.

Simultaneous with completion of the Roadway Improvements and acceptance of construction by the City Engineer, the City will execute such documents (or take such action) as FCM may reasonably request evidencing City's relinquishment or vacation of all right, title, claim and possession of any interest in that portion of Pollard Road which runs through the Subject Property including any improvements thereon, including a quit claim deed, termination of easement, vacation, and/or bill of sale, as well as such easements and other documents necessary to accommodate or otherwise provide for the hereafter identified Relocated utilities, City Utility Lines and/or Commercial Utility Lines within the aforesaid sixty (60') foot wide City owned property located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary. Notwithstanding anything herein to the contrary, the City agrees that there is no right of way located within the Subject Property including that portion of Pollard Road which runs through the Subject Property, it being understood and agreed by the parties that City, as prior owner of Subject Property, conveyed (or will convey at closing) all of its right, title and interest in the Subject Property to Developer and that Developer, at closing granted (or will grant) to City an easement as contemplated by Section 4 herein.

It is understood and agreed by the parties that there shall be no obligation by FCM under this section or otherwise related to any Roadway Improvements for the development of the Western Portion of the Project. It is also understood and agreed by the parties that there shall be no obligation by FCM under this section or otherwise related to any Roadway Improvements for the development of the Eastern Portion of the Project if such development does not necessitate the relocation of that portion of Pollard Road which runs through the Subject Property. By way of example, not limitation, if FCM is able to develop the Western Portion or Eastern Portion of the Project (or both) without necessitating the relocation of said Pollard Road, then there shall be no obligation by FCM under this section or otherwise as it relates to the Roadway Improvements.

No later than twenty-four (24) months after execution of this Agreement, and at least once each twenty-four (24) months thereafter, FCM and the City agree to meet to discuss the progress of the Project and of development of the remaining area in the PUD Zoning District. If, after review of the progress of the Project and FCM's plans for continued Project buildout, it is apparent to the City and to FCM that Pollard Road should not need to be relocated, due to a change in ownership or future planned use of the land lying adjacent to and North of the Subject Property, or other similar circumstances, the City and FCM agree to meet in good faith to discuss amending this Agreement in order to delete the requirement to construct Roadway Improvements

and address any issues related thereto. Additionally, should it be apparent to the City and to FCM that a grant funding opportunity is available to pay for the relocation of Pollard Road and construction of the Roadway Improvements with minimal or no cost to FCM and/or the City, the City and FCM agree to meet in good faith to discuss amending this Agreement to adjust construction responsibilities and/or advance the construction timelines set forth in this section.

6. **Relocation of Certain Utility Facilities Within the Subject Property.** It is acknowledged and agreed that the following municipal utilities are located within the boundaries of the Subject Property (generally bisecting the Subject Property): (1) City twelve (12") inch PVC C900 water main; (2) City eight (8") PVC C900 force main; and (3) City twelve (12") PVC reuse water main (collectively the "City Utility Lines"). It is also acknowledged and agreed that the following commercial utilities are located within the boundaries of the Subject Property: (1) TECO electric lines; and (2) Verizon Communications lines (collectively, the "Commercial Utility Lines"). Concurrent with the design, permitting, installation, and construction of the Roadway Improvements (but only if the obligation as to the Roadway Improvement arises as provided in the preceding section and within the same time period and conditions), FCM shall cause to be relocated (or otherwise provide for the functional or similar replacement thereof) ("Relocated") that portion of the City Utility Lines and the Commercial Utility Lines within the Subject Property to a mutually agreed upon portion of the City's aforescribed sixty (60) foot wide City owned property located along and adjacent approximately 2,771+/- linear feet of the Subject Property's boundary Said City Utility Lines and Commercial Utility Lines shall be Relocated in accordance or in conformance with commonly accepted specifications. FCM shall control all aspects of the Relocation and shall select and hire any independent contractors to complete the work as it shall determine and be responsible for all costs and expenses associated therewith. It is understood and agreed by the parties that Relocation of the City Utility Lines will be to City-owned property; as such, no easement from the City, other than the temporary construction easement identified in section 5, shall be required. It is also understood and agreed by the parties that Relocation of the Commercial Utility Lines will be to City-owned property; as such, prior to commencing the Relocation, the City and the applicable utility providers (and, if necessary, FCM) shall enter into mutually agreed upon utility easements and such other documents reasonably necessary for FCM to complete the Relocation or otherwise effectuate the purposes and intent of this section. In connection with the relocation of the City Utility Lines, the City may request in writing one or more such lines to be oversized. Such a written request shall include an engineer's estimate of probable cost for the oversizing requested which estimate of cost is mutually agreeable to both the City and FCM. In the event the City makes such request to FCM in writing prior to the commencement of the Relocation, then the City shall be responsible to pay for the additional costs attributable to the oversizing of such lines (at the time of relocation), beyond the costs attributable to both (a) relocation and (b) resizing of one or more of the City Utility Lines in accordance with the mutually agreed upon engineer's estimate of probable cost. Payment shall be made to FCM within thirty (30) days of an invoice for such mutually agreed to costs being provided to the City.

Except as it relates to the oversizing of one or more of the City Utility Lines, any costs and expenses associated with the relocation of both the City Utility Lines and Commercial Utility Lines shall be borne by FCM. Upon completion of the Relocation of the City Utility Lines, the City shall execute such documents as FCM may reasonably request evidencing the City's

relinquishment of all right, title, claim and possession of any interest in the Subject Property including any improvements thereon, including a quit claim deed, termination of easement and/or bill of sale, relating to, arising from or connected to the former City Utility Lines. FCM, to the extent existing, shall assign all warranties including manufacturer's warranties for equipment related to the Relocated City Utility Lines to the City. Further, FCM shall, at no cost to the City, be solely responsible for negotiating and obtaining any and all necessary documents evidencing the Commercial Utility Line owners' relinquishment of all right, title, claim and possession of any interest in the Subject Property, including any improvements thereon, including a quit claim deed, termination of easement and/or bill of sale, relating to, arising from or connected to the former Commercial Utility Lines. Relocated Commercial Utility Lines shall be installed in accordance with all governing local, state and federal laws and the technical requirements of the Commercial Utility Line owners. FCM shall not allow any construction or mechanics lien or other similar interest to attach to the City's property as a result of Relocation activities.

Notwithstanding the foregoing, FCM, at FCM's sole cost, may tap into and otherwise utilize any or all of the utilities to be relocated until such time as City Utility Lines are Relocated and operational. As such, the City acknowledges that City Utility Lines located within the boundaries of the Subject Property will remain operational and available for use by the FCM until FCM has fully completed all Relocation work related to the City Utility Lines, if necessary.

7. **Private Lift Station.** In connection with the development of the initial phase of the Project, FCM, at FCM's sole cost, shall design, permit, locate and install, and construct, in accordance with City regulations, a lift station of sufficient size and capacity to accommodate the anticipated sanitary sewer flow requirements of the Project (the "Lift Station") upon the Subject Property. Upon completion of the Lift Station, the Lift Station shall be owned and maintained by FCM and remain private, serving only the Project.

8. **Grant Contingency.** In the event the City obtains funds from other sources or programs sufficient to pay for most or all of the costs and expenses of the Roadway Improvements and the Relocation of City Utility Lines and Commercial Utility Lines, FCM and City may enter into an amendment to this Developer's Agreement providing for the acceleration of the design, permitting, installation, construction and/or relocation of the Roadway Improvements and Relocation of City Utility Lines and Commercial Utility Lines.

9. **This Section Intentionally Left Blank.**

10. **Stormwater Discharge Easement.** At such time as FCM submits for a building permit on the Eastern Portion of the Project or commences design and construction of the Roadway Improvements, the City shall cause to be executed and delivered to FCM a stormwater discharge easement. Said easement, inter alia, will provide for the continual natural runoff of stormwater from the Eastern Portion of the Subject Property to that certain City owned property identified as "Wetland 2" on **Exhibit "E"**. It is understood and agreed to by the parties that it shall not be a condition precedent to said execution and delivery of the Stormwater Discharge Easement that FCM be engaged in fulfilling the obligations related to the Roadway Improvements or Relocation of Utilities.

11. **Potable Water and Wastewater Capacity.** The City confirms that, as of the date of execution of this Agreement, there is sufficient capacity in the City's potable water and wastewater utility systems to serve the foreseeable needs of the Project. Notwithstanding the foregoing if additional improvements to the City's wastewater utility system are required in order to meet FCM's potential sludge treatment and disposal needs then the parties agree to cooperatively work together to identify the scope, extent, timing, and costs of same and enter into an amendment to this Developer's Agreement to address all such issues relating to FCM's sludge treatment and disposal needs. Provided, however, FCM shall be permitted to treat and otherwise dispose of FCM's sludge in accordance with acceptable standards and practices and pursuant to any applicable permits required for such disposal activity, partially or completely, without the use of the City's wastewater utility system provided that such disposal occurs via a closed system or in such a manner as to prevent odors and/or noxious fumes and/or discharges that the City reasonably determines are unacceptable from escaping into the air and/or into the surrounding adjacent properties.

12. **Building Capacity.** Enclosed building capacity for the Subject Property, or any subdivided portion thereof, shall be determined at the time of site plan approval in accordance with City Code requirements for floor area ratio.

13. **Offsite Improvements.** Except as expressly provided for in this Agreement, FCM shall have no responsibility or obligation to design, construct, or install any offsite improvements or provide any monetary contribution toward same in connection with the development of the initial and subsequent phases of the Project, including, without limitation, any other portion of Pollard Road except as is categorized as part of the Roadway Improvements and adjacent to the Subject Property. This provision shall not be construed to limit in any way, reduce or abrogate FCM's responsibility to pay lawfully assessed development fees, capital improvement fees, and/or impact fees to the City that are associated with or directly attributable to construction of the Project or any phase thereof, including any City related fees (e.g., inspection fees, plan review fees, etc.) attributable to the Roadway Improvements or Relocation. Without limiting the foregoing, it is the understanding and agreement of the parties, to the extent of the City's jurisdiction, that based on the correspondence from the Florida Department of Transportation, FCM shall have no (nor shall City advocate that FCM shall or should have any) responsibility or obligation to design, construct, install, or provide any monetary contribution toward the signalization and/or intersection improvements of State Road 60.

14. **Concurrency.** Consistent with public health and safety, public facilities and services shall be in place and available to serve FCM's project no later than the issuance by the City of a certificate of occupancy or its functional equivalent. The City hereby agrees that (a) the execution of this Agreement; (b) FCM's satisfaction of all requirements related to the Project under local law to specifically include obtaining site plan approval and concurrency application approval; and (c) FCM's performance of all obligations as provided in this Agreement shall, to the extent provided for by the City's Concurrency Management System in Chapter 21, Article VI, Division 1, §§ 21-311 *et seq.* of the City Code, vest the Project and the intended use of the Subject Property for concurrency purposes with respect to the facilities and services under the jurisdiction and control of the City. Without limiting the foregoing, after review by the City

staff, the City has determined that FCM is not required to obtain any traffic studies in connection with the development of the Project or in connection with approvals thereof.

15. **No Third-Party Beneficiaries.** Nothing else in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties of this Agreement and, BPPR and Lender in accordance with Section 18 herein, any right, remedy, or claim with respect to this Agreement.

16. **Compliance with Law.** Nothing in this Agreement shall allow, or be construed to allow FCM or FCM's successors and permitted assigns to avoid or delay compliance with any or all provisions of the City's Comprehensive Plan, the City Code, City resolutions and other requirements pertaining to the use and development of the Subject Property.

17. **Validity.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

18. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to the City and the FCM at the following addresses, or at such other addresses designated in writing by the party to receive notice:

City: Mike Herr, City Manager
451 Third Street SW
Winter Haven, FL 33881

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

FCM: Jose A. Rivera, Member Manager
Florida Can Manufacturing, LLC
530 N. Dakota Avenue
Lake Alfred, FL 33850

With a copy to:
(which shall not
constitute notice) Jere F. Daniels, Esquire
Winderweedle, Haines, Ward, &
Woodman, P.A.
329 Park Avenue North, 2nd Floor
Winter Park, Florida 32789

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is

refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

City acknowledges that FCM has indicated that it will be financing the construction and development of the Project with Banco Popular de Puerto Rico, a banking corporation organized and existing under the laws of the Commonwealth of Puerto Rico (“BPPR”), in its individual capacity as a lender, and as administrative agent to BPPR and to any other lending institutions which become parties to the Loan Agreement between BPPR and FCM, (BPPR and the other lending institutions which become parties to the Loan Agreement are collectively referred to as “Lender”), with an address for notice purposes of: Banco Popular de Puerto Rico, 208 Ponce de Leon Avenue, Sixth Floor—Corporate Banking Division, San Juan, Puerto Rico 00918 Attention: Maria Teresa Valdivieso Galib, and that FCM shall pledge and/or collaterally assign its rights, duties and obligations under this Agreement to BPPR or to a Lender that has provided credit or funds/capital for this particular Project, but no other project. Accordingly, City agrees to provide BPPR a simultaneous copy of any notice of default or any other material written notice given by City to FCM regarding any breach, termination, amendment, modification, or waiver of this Agreement, provided however that the City’s failure to provide such notice to BPPR (including, but not limited to, any Lender) shall not constitute a default and/or breach under this Agreement. Additionally, City acknowledges and agrees that although FCM may give BPPR and/or Lender the right, but not the obligation, on behalf of FCM, to take such action (“Action”) as BPPR and/or Lender may deem reasonably necessary or desirable to prevent or to cure any default by FCM under this Agreement or to protect the rights, if any, of FCM hereunder, that any such Action by BPPR and/or Lender taken on behalf of FCM shall not make BPPR and/or any such Lender a party to this Agreement. Without limiting the foregoing, the City agrees that it will accept and permit BPPR and/or Lender, on behalf of FCM, to take such Action subject to the terms of this Agreement as if FCM had taken such Action under the terms of this Agreement.

19. **Attorney’s Fees.** In any lawsuit between the parties to this Agreement arising from this Agreement, each party shall bear their own respective costs, including, but not limited to, attorneys’ fees, including the costs and attorneys’ fees of appellate proceedings and post judgment proceedings.

20. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made among the parties are merged herein. The making, execution and delivery of this Agreement by all parties has been induced by no representations, statements, warranties or agreements that are not expressed herein. There are no further or other agreements or understandings; written or oral, in effect between or among the parties related to the subject matter hereof.

21. **Interpretation.** None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting all or any portion of this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

22. **Binding Effect and Successors.** This Agreement shall run with the Subject Property and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors, heirs and permitted assigns of all parties to this Agreement.

23. **Local Development Approvals and Permits.** Notwithstanding anything herein to the contrary, all development of the Subject Property shall be in compliance with all applicable federal, state, county and municipal laws and ordinances, rules and regulations (including, but not limited to, the City's land development regulations, zoning requirements and comprehensive plan). Further, this Agreement does not require the City to issue nor shall this Agreement constitute or be deemed to constitute any approval by the City of any permit or approval for, without limitation, development, construction, subdivision site plan, final plat, zoning, variance, special exception, rezoning, Comprehensive Plan amendment, building permit, grading, stormwater drainage, engineering, or other land use or development approval. These and any other required City development approvals and permits shall be processed and issued by the City in accordance with procedures with respect to same as otherwise set forth in the City's Code of Ordinances and subject to any conditions of approval thereof.

24. **Assignment.** Except as provided under Section 18 of this Agreement, neither this Agreement nor any of the parties' rights and obligations hereunder shall be assignable or assigned by any party hereto without prior written consent of the other party. Notwithstanding the foregoing, "running with the land" and such other provisions as contemplated by Section 22 shall not constitute an assignment such that a successor in interest and title to the Subject Property shall not constitute an assignee nor otherwise conflict with said Section 22. The rights granted to FCM under this Agreement relate specifically to the Subject Property and are not permitted to be transferred to any other property.

25. **Impact Fees and Permit Fees.**

(a) *City fees.* City impact fees and permit fees associated with, related to, or arising out of the Project to be paid by or collected from FCM at the time of building permit issuance for the initial phase of construction are estimated in the impact fees and permit fees exhibit attached hereto and incorporated herein as **Exhibit "F."** The foregoing does not include City water and wastewater impact fees associated with, related to, or arising out of the Project. Said City water and wastewater impact fees will be due at the time of processing of a commercial service application for the installation of water meter(s) for the Project.

(b) *County fees.* It is understood and agreed by the parties that as a result of the County Impact Fee Mitigation Agreement, that the City shall not collect or require remittance of County impact fees up to the mitigation credit amount of \$385,000.00, as approved in the Polk County Impact Fee Mitigation Agreement of January 21, 2020. In the event that County impact fees for the initial construction permits required for the Project do not exceed the mitigation credit amount, the balance of mitigation credit remaining will be applied toward County impact fees associated with subsequent construction permits of the Project until exhausted, until the County Impact Fee Mitigation Agreement expires, or until additional project expansion and planned job creation allows FCM to apply to Polk County for additional Impact Fee Mitigation credit based on the Impact Fee Mitigation guidelines of Polk County in place at that time. The

City will recognize and apply to the mitigation credit balance all additional County Impact Fee mitigation credit received by FCM from QTI incentive awards for subsequent phases of Project construction in accordance with applicable County agreements or amendments to the County Impact Fee Mitigation Agreement. In recognition of the continuing performance obligations associated with FCM's County Impact Fee Mitigation Agreement, FCM agrees to hold harmless and indemnify the City for any claim by the County up to the amount of County Impact Fees that would have been collected and remitted to by the City, not to exceed the total amount of mitigation credit provided by Polk County for the Project.

(c) *Timing of payments and subsequent phases.* Without limiting the foregoing, FCM shall pay impact and permit fees at the time of building permit issuance based on the phase of the Project sought to be built at the time as described in the application for building permit and approved plans (except as otherwise provided in subparagraphs 25(a) and (b) above). Impact and permit fees for subsequent phases of the Project shall be in accordance with the City Code at the time of building permit issuance under the applicable category. City water and wastewater impact fees will be due at the time of processing of a commercial service application for the installation of water meter(s) for the Project. It is understood and agreed to by the parties that City water and wastewater impact fees are based on projected engineer's estimates and actual water (potable and reuse) and wastewater usage for the Project may differ-as such, the parties agree that a "true-up" based on actual average usage based on the average consumption of the first twelve (12) months after the Advanced Manufacturing Facility is placed into service will be made. In the event such true-up reflects a lower usage than as calculated no reimbursement shall be provided, In the event such true-up reflects a higher usage than as calculated, then FCM shall pay the City such applicable difference. Such true-up shall take into account the use of reuse water in lieu of potable water.

26. **Transferee Not Relieved Of Obligations.** Unless provided in writing by the City as part of the City's consent thereof, a transfer, an assignee, sublessee or transferee of any portion of the Subject Property shall be subject to the obligations of FCM as to the portion of the Subject Property so assigned or transferred and such transferee shall be deemed to have assumed all such obligations.

27. **Non-Approval/City's Police Power.** Unless expressly authorized or granted herein, nothing in this Agreement shall constitute or be deemed to constitute any approval by the City of any rezoning, Comprehensive Plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval. Nor shall this Agreement be deemed to reduce, eliminate, derogate from or otherwise adversely affect any such approvals, permissions or rights. FCM acknowledges and understands that the City is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while City will cooperate with FCM as set forth herein, this Agreement does not constitute an approval that would require the exercise of City's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit City's police powers in the exercise of zoning decisions or other governmental action associated with the proposed development of the Subject Property or any development order associated therewith. Further, nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City, to waive its right to exercise its

governmental power in any manner other than that which is customary for the exercise of such governmental powers.

28. **No Limitation on Seeking Approvals.** Nothing in this Agreement shall constitute or be deemed to constitute a limitation, restriction or any other type of waiver of FCM's right or ability to seek a rezoning, comprehensive plan amendment, variance, special exception, site plan, preliminary subdivision plan, final subdivision plan, or any other land use or development approval.

29. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be, and that, upon the execution of this Agreement by all parties, this Agreement shall run with the Subject Property and the rights and obligations under this Agreement shall benefit, burden and be binding upon the parties hereto and their successors in interest and assigns.

30. **Effective Date.** This Agreement shall become effective upon execution by all parties (the "Effective Date").

31. **Breach; Limitation of Remedies; No Waiver of Sovereign Immunity.** In the event of a breach, default, or violation of one or more of the provisions herein by the FCM or the City, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. In the event such violation is not cured within said period, the City or the FCM, as the case may be, shall have the right to pursue subject to the limitation of remedies set forth in this Agreement such legal and equitable remedies available as provided by law, including the right to seek specific performance of this Agreement. Notwithstanding the foregoing, the City shall be permitted to withhold the issuance of certificates of occupancy or building permits associated with the Project in the event FCM is in violation of any provision of this Agreement. Additionally, notwithstanding the foregoing:

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

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

The City is a sovereign home rule municipal government of the State of Florida. Nothing herein shall be deemed a waiver of the City's sovereign immunity or of the statutory limits of liability of the City announced in Section 768.28 of the Florida Statutes (2019) to a single claimant, which the parties expressly agree shall be the maximum amount of any monetary liability owed by the City to FCM under this Agreement, regardless of whether the theory of recovery or cause of action sounds in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

32. **Amendment.** This Agreement may be amended, modified or cancelled by mutual consent of the parties hereto as represented by a written document executed by the City and the FCM and approved by the City's governing body.

33. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida or the U. S. Federal District Court in and for the Middle District of Florida, Tampa Division.

34. **Recording.** Within fourteen (14) days after the execution of this Agreement by the parties, the City shall record this Agreement.

35. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies and to the extent involving the City such writing must be approved by the City's governing body.

36. **Informed Execution.** This Agreement is entered into voluntarily by the FCM without duress and after full review, evaluation and consideration by the FCM. FCM is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

37. **Time is of the Essence.** Time is hereby declared to be of the essence in the performance of the duties and obligations of the parties to this Agreement.

38. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation, or meaning of this Agreement.

39. **Independent Parties.** City and FCM are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize the City or FCM to represent or bind any other party to matters not expressly authorized or provided in this Agreement. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it

based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.

40. **Attachments.** The following attachments are incorporated herein by this reference:

Exhibit A	Legal Description of Subject Property
Exhibit B	Ordinance No. O-19-49 (PUD Ordinance)
Exhibit C	Easement Agreement In Favor of City
Exhibit D	Easement Agreement In Favor of FCM
Exhibit E	City's Sixty (60') Foot Right-of-Way Property within Which Roadway Improvements to Be Constructed
Exhibit F	Impact and Permit Calculation (Initial Phase)

41. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

42. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City or FCM in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of FCM or City hereunder.

43. **Public Records.** If under this Agreement, FCM is providing services and is acting on behalf of a public agency, as provided by Section 119.0701, Florida Statutes, FCM shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if the Developer does not transfer the records to the CITY.
4. Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the CITY all public records in possession of the Developer or keep and maintain public records required by the CITY to perform the service. If the Developer transfers all public records to the CITY upon completion of the Agreement and/or any

amendment(s) issued hereunder, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement and/or any amendment(s) issued hereunder, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF FCM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FCM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, records@mywinterhaven.com, 451 THIRD STREET NW, WINTER HAVEN, FLORIDA 33881.

If FCM does not comply with a public records request, CITY shall enforce the Agreement pursuant to the remedies provided for herein. For purposes of this Agreement, it is agreed upon by the parties that this section is only intended to apply and shall apply only to such services associated with the construction of the Roadway Improvements and Relocation of City Utility Lines as provided for herein.

44. **Force Majeure.**

a. **"Force Majeure Event"** means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (a) the act or event prevents a party (the "Non-Performing Party"), in whole or in part, from (i) timely performing its obligations under this Agreement, or (ii) satisfying any conditions to the obligations of the other party (the "Performing Party") under this Agreement; (b) the act or event is beyond the reasonable control of and not the fault of the Non-Performing Party; and (c) the Non-Performing Party has been unable to avoid or overcome the act or event by the exercise of due diligence. In furtherance of the definition of Force Majeure Event and not in limitation of that definition, each of the following acts or events is an example of an act or event that could be a Force Majeure Event if the act or event meets each of the above requirements of this Section: accident, pandemic, fire, act of God, act of a public enemy, injunction, riot, strike, lockout, insurrection, war, terrorist attack, court order, requisition or order of governmental body or authority, inability to procure labor or materials from normally available sources, delays caused by labor or materials shortages, closures or limited hours of governmental offices (including but not limited to the building and permitting departments), travel restrictions, self-imposed or governmental required isolations, closures of businesses and institutions (including but not limited to FCM's business or other corporate or franchise offices). Without limiting the foregoing, it is understood and agreed that, inter alia, inability to procure labor or materials from normally available sources, delays caused by labor or materials shortages, closures or limited hours of governmental offices (including but not limited to the building and permitting departments), travel restrictions, self-imposed or governmental required isolations, closures of businesses and institutions (including but not limited to FCM's business or other corporate or franchise offices), after the Effective Date of this Developer's Agreement as a result of Covid-19 and/or coronavirus, shall constitute a Force Majeure Event.

b. **Suspension of Performance.** If a Force Majeure Event occurs, the Non-Performing Party is excused from (i) whatever performance is prevented by the Force Majeure Event to the extent prevented, and (ii) satisfying whatever conditions precedent to the Performing Party's obligations that cannot be satisfied, but only to the extent they cannot be satisfied due to the Force Majeure Event. Notwithstanding the preceding sentence, a Force Majeure Event does not excuse any obligation by either the Performing Party or the Non-Performing Party to make any payment required under this Agreement.

c. **Obligations of Non-Performing Party.** Not later than five (5) business days after becoming aware of the occurrence of a Force Majeure Event, the Non-Performing Party shall send written notice (which may be by electronic means) to the Performing Party describing the particulars of the occurrence, including an estimate of its expected duration and probable impact on the performance of the Non-Performing Party's obligations under this Agreement. During the continuation of the Force Majeure Event, the Non-Performing Party shall (i) furnish timely, regular written reports (which may be by electronic means) updating the initial notice and providing any other information reasonably requested by the Performing Party; (ii) exercise commercially reasonable efforts to mitigate or limit damages to the Performing Party; (iii) exercise commercially reasonable due diligence to overcome the Force Majeure Event; (iv) to the extent that it is able, continue to perform its obligations under this Agreement; and (v) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure Event requires.

d. **Termination.** If the suspension of performance pursuant to a Force Majeure Event continues for more than nine (9) consecutive months, either party may terminate this Agreement by sending written notice of termination to the other party, in which event the parties have no further rights or liabilities hereunder (except for any that expressly survive termination of this Agreement).

e. **Resumption of Performance.** When a Force Majeure Event no longer prevents the Non-Performing Party from (i) resuming performance of its obligations under this Agreement, or (ii) satisfying the conditions precedent to the Performing Party's obligations, the Non-Performing Party shall immediately give the Performing Party written (which may be by electronic means) notice to that effect and shall resume performance under this Agreement no later than five (5) business days after the notice is delivered.

f. **Exclusive Remedy.** The relief offered by this Force Majeure provision is the exclusive remedy available to the Non-Performing Party with respect to a Force Majeure Event. In addition, the liability of either party for an event that arose before the occurrence of the Force Majeure Event is not excused as a result of such occurrence.

45. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR

OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

46. **Term; Voluntary Termination.** The term of this Agreement shall be fifteen (15) years from its effective date. This Agreement may only be terminated prior to its expiration by the express written agreement of the parties or their successors or permitted assigns as approved by the City's Governing Body.

47. **Compliance with Incentive Agreements.** FCM warrants to the City that it will timely comply with each and every term and condition of every incentive agreement that pertains to the Project or the Subject Property executed between FCM and development agencies, organizations and governmental entities in the City of Winter Haven, Polk County, and the State of Florida. Time is of the essence in compliance with such terms and conditions. Notwithstanding the foregoing, it is understood and agreed by the parties that any failure to timely comply with any term and condition of any or all of the incentive agreements shall be addressed in accordance with the terms and conditions of the applicable incentive agreement and shall not, in any event, constitute a default under this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.**

_____ Print Name: _____ Witness _____ Print Name: _____ Witness _____ Print Name: _____ Witness	“CITY” CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation By: _____ Mayor Bradley T. Dantzler ATTEST: By: _____ Vanessa Castillo, MMC, City Clerk APPROVED AS TO FORM: By: _____ Frederick J. Murphy, Jr., City Attorney “FCM” FLORIDA CAN MANUFACTURING, LLC., a Florida limited liability company By: _____ Jose A. Rivera, Member Manager
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STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Jose A. Rivera as Member Manager of Florida Can Manufacturing, LLC, a Florida limited liability company on behalf of said company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Bradley T. Dantzler as Mayor of the City of Winter Haven, Florida, a Florida municipal corporation, on behalf of said company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public
Print Name _____
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

A PORTION OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF INTERMODAL CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGES 49 THROUGH 55, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, BLOCK B, S.89°11'20"W., 2,528.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK B; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF WAHNETA FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 82 AND 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N.62°40'42"E., 983.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 274 OF SAID WAHNETA FARMS PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE WESTERLY BOUNDARY LINE OF LOTS 274 AND 233 OF SAID WAHNETA FARMS PLAT N.00°38'23"W., 975.79 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, N.89°21'37"E., 988.85 FEET; THENCE S.68°06'36"E., 373.73 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE ALONG SAID EASTERLY BOUNDARY LINE, S.00°39'36"E., 162.05 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, N.89°11'23" E., 568.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 12°34'47", AND A CHORD BEARING AND DISTANCE OF S.84°31'13" E., 74.94 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.09 FEET TO A POINT OF TANGENCY; THENCE S.78°13'49" E., 357.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 62°11'03", AND A CHORD BEARING AND DISTANCE OF S.47°08'18" E., 353.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.18 FEET TO A POINT OF TANGENCY; THENCE S.16°02'47"E., 294.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 105°14'10", AND A CHORD BEARING AND DISTANCE OF S.36°34'18"W., 543.51 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.16 FEET TO A POINT OF TANGENCY; THENCE S.89°11'23"W., 683.07 FEET; THENCE S.00°38'23" E., 59.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

ORDINANCE NO. O-19-49 (PUD ORDINANCE)

ORDINANCE NO. O-19-49

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING TWO PARCELS AND A PORTION OF TWO ADDITIONAL PARCELS FROM PUBLIC INSTITUTIONAL (PI) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The area subject to this request is generally located north of Logistics Parkway, approximately 2,100 feet west of the CSX Railroad Tracks. The area covered by this request is 203± acres.)

WHEREAS, there has been a request to rezone 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 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 rezone that land, described in Exhibit “A” attached hereto and made part of this ordinance, from Public Institutional (PI) zoning district to Planned Unit Development (PUD) zoning district.

2. The rezoning to Planned Unit Development (PUD) shall be subject to the following conditions:

A. All development shall be restricted to a total of 3.2 million square feet of enclosed principal uses including: manufacturing including but not limited to advanced manufacturing, warehouse/distribution, cold storage, food processing and packaging, office, research and development space, and communication towers subject to the requirements contained in Section 21-235 of the Winter Haven Code of Ordinances.

Uses permitted as an accessory to a principal use include: container/chassis/equipment storage yards, large truck/vehicle repair and maintenance, child care, cafeterias/delicatessens/mobile food vending, and solar panels.

B. Railroad spurs are permitted to bisect all parcels, and there may be crossings of public roadways. Design of such crossings will be coordinated and approved with the City and/or State, as applicable, and shall be shown on parcel site plans.

C. Building requirements shall be as follows:

Building Requirement		Standard
Setbacks	Logistics Parkway	Minimum 35 feet
	All other interior lot lines	Minimum 20 feet
	Adjoining Parcels not subject to this PUD	Minimum 25 feet
Building/Structure Height		Maximum 85 feet
Impervious Surface Area		Maximum 75 Percent

D. Architectural standards.

1. Outside storage areas shall be enclosed so that all portions of the area that face or can be seen from rights-of-way or adjoining properties are screened from view. The method of shielding shall consist of architecturally finished masonry walls or opaque fencing. Outside storage areas shall be kept in a neat and orderly arrangement. Pile height shall subject to the following:

Maximum pile/ stacking height	Required fence/wall height	Minimum front setback	Minimum side setback	Minimum corner setback	Minimum rear setback
6'	6'	10'	3'	10'	3'
8'	8'	10'	3'	10'	3'
20'	8'	20'	10'	20'	10'
40'	8'	20'	20'	20'	20'

2. Front building facades visible from the rights-of-way, and side building facades within 50-feet of the rights-of-way, shall be constructed out of one, or a combination of, the following: split-face concrete masonry units (CMU); poured-in-place or pre-cast or tilt up concrete; brick and/or masonry; or stucco. Architectural metals in conjunction with other permitted building materials shall be allowed. Side building facades 50 feet or more from the rights-of-way and rear facades may utilize metal building materials.
3. Front building facades visible from the public rights-of-way, and side building facades within 50-feet of the public rights-of-way, shall have minimal blank walls no longer than 100 feet in length. In order to insure that the buildings do not project a massive blank wall, design elements with distinctive color variation shall include prominently visible architectural details [e.g. bump-outs, reveals and projecting ribs, cornice, offset building planes, windows, shutters, areas of contrasting or different finish building materials, etc.]. Other methods, as determined by the Development Review Committee (DRC), may be approved, provided superior building materials and significant horizontal design features are incorporated as part of the building elevation.
4. All rooftop mechanical equipment shall be screened from view from the western PUD zoning district boundary and rights-of-way by the use of architectural building

treatments, parapet walls, or compatible screens. Screening must be shown on architectural elevations to be submitted at site plan review.

5. Trash, garbage, and recycling receptacles shall be screened.
6. All on-site lighting shall be directed downward and inward. Direct illumination toward or upon adjacent properties shall be prohibited. A photometric plan shall be submitted at site plan review illustrating how the light intensity at the boundary of the site has been minimized. All light fixtures shall incorporate energy-efficient technology such as flexible controls of fixtures, electronic ballasts, or LED lamps.
7. Overhead utilities along the Logistics Parkway extension shall only be placed on one side of the roadway. All attached wiring shall be vertically attached to the poles.

E. Signage.

1. Each parcel shall be allowed one monument sign, up to 72 square feet in area. The maximum height above grade is 6 feet. The maximum horizontal dimension of the sign shall be 12 feet. The sign must be consistent with the architectural features and colors of the associated building.
2. Each building shall be permitted one building mounted identification sign on each of 2 building sides. The building identification signs must be compatible with the building architecture. Sign area is limited to 2 square feet of sign area per linear feet of building frontage. Total building signage square footage shall be 300 square feet.

F. Landscaping.

1. Tree canopy coverage of 30 percent of the impervious surface of employee and customer parking areas shall be required. A single species may constitute a maximum of 50 percent of the total tree plantings. The truck vehicular use areas (truck court, drive-aisles, truck parking areas, loading areas and docks) shall be exempt from tree canopy coverage requirements.
2. At least 2 trees with a minimum planting caliper of 3 inches and a minimum height of 12 feet shall be planted every 50 linear feet of frontage, or fraction thereof, along the side and rear lot lines and any fronting roadway. Permitted trees include: Live Oak, Red Maple, Sycamore, Sweetgum, Pignut Hickory, and Sand Pine.
3. At least 2 understory trees shall be planted along every 50 linear feet of roadway frontage.
4. A minimum of 8 large shrubs shall be planted along every 50 linear feet of roadway frontage.

G. Transportation.

1. Logistics Parkway shall be extended through the area covered by this PUD zoning district as the property is developed. The minimum right-of-way width shall be 60 feet. The roadway, at a minimum, shall be constructed with two, 12-foot travel lanes.
2. A minimum 8-foot multi-use path shall be constructed along one side of the Logistics Parkway extension and shall be placed a minimum of 8 feet from the edge of pavement.
3. Street lighting shall be provided at one light per 350 linear feet of roadway.
4. Each building shall provide a minimum of 6 bicycle parking spaces within 100 feet of the building's entrance.
5. All gated entrances to be utilized by semi-trucks shall provide a minimum of 80 feet of stacking space between the gate and any public roadway. All other gated entrances shall provide a minimum stacking distance of 40 feet between the gate and any public roadway.
6. Parking areas shall be designed to accommodate the future installation of automobile charging stations. This shall include the installation of conduit and provide for a minimum of 1 charging station per 10 parking spaces.

H. Wetlands.

1. All development (buildings/structures, roads, driveways, parking areas, and storage areas) shall be setback a minimum of 50 feet from any jurisdictional wetland.
2. If wetland impacts occur, a Wetland Mitigation Plan shall be submitted as part of the City's site plan review process for review and approval to the City of Winter Haven. The plan shall be developed in cooperation with wetland regulatory agencies (SWFWMD and the Department of Army, Corps of Engineers) as appropriate, to provide significant long term hydrological and environmental benefit. The plan shall provide for the following:
 - a. On-site mitigation alternatives to the greatest extent possible. If on-site mitigation is not possible, off-site mitigation within the Peace Creek Watershed shall be provided;
 - b. Post-development onsite wetlands shall be protected and buffered by natural habitat. Swales and stormwater ponds that are created for stormwater attenuation and treatment may be located within buffers; and
 - c. Improvement of lost hydrologic functions within the watershed, including recharge, water quality, and flood attenuation.

3. Incorporation of Category 2 wetlands, as defined by the 2025 Winter Haven Comprehensive Plan, into surface water management systems shall be required to enhance hydrology and functional characteristics
- I. The developer shall provide to the City, at no cost to the City, any and all easements deemed necessary by the City for the provision of utility service in the area.
- J. Development shall be generally consistent with the site plan attached hereto as Exhibit "B."
- K. All other Code requirements not mentioned herein shall apply. Where there is a conflict between the Code of Ordinances and this PUD, the conditions within this PUD shall take precedence.

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

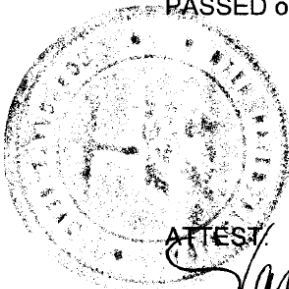
4. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. All ordinances in conflict herewith are hereby repealed.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-19-36; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 9th day of December, 2019.

PASSED on second reading this 13th day of January, 2020.



ATTEST:

Yanessa Castells
CITY CLERK

CITY OF WINTER HAVEN, FLORIDA

Paul J. Pratt
MAYOR-COMMISSIONER

Approved as to form:

[Signature]
CITY ATTORNEY

Exhibit "A"

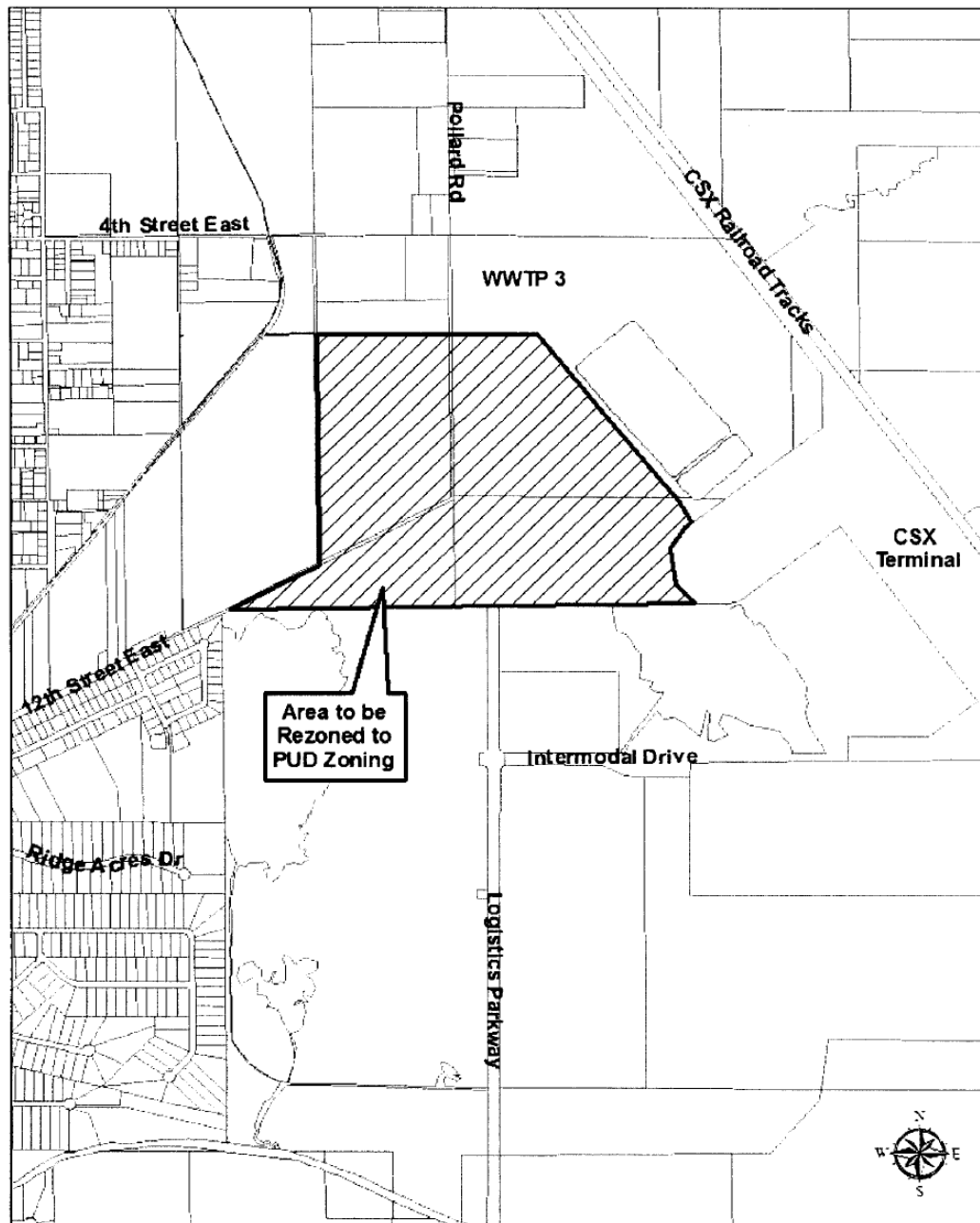
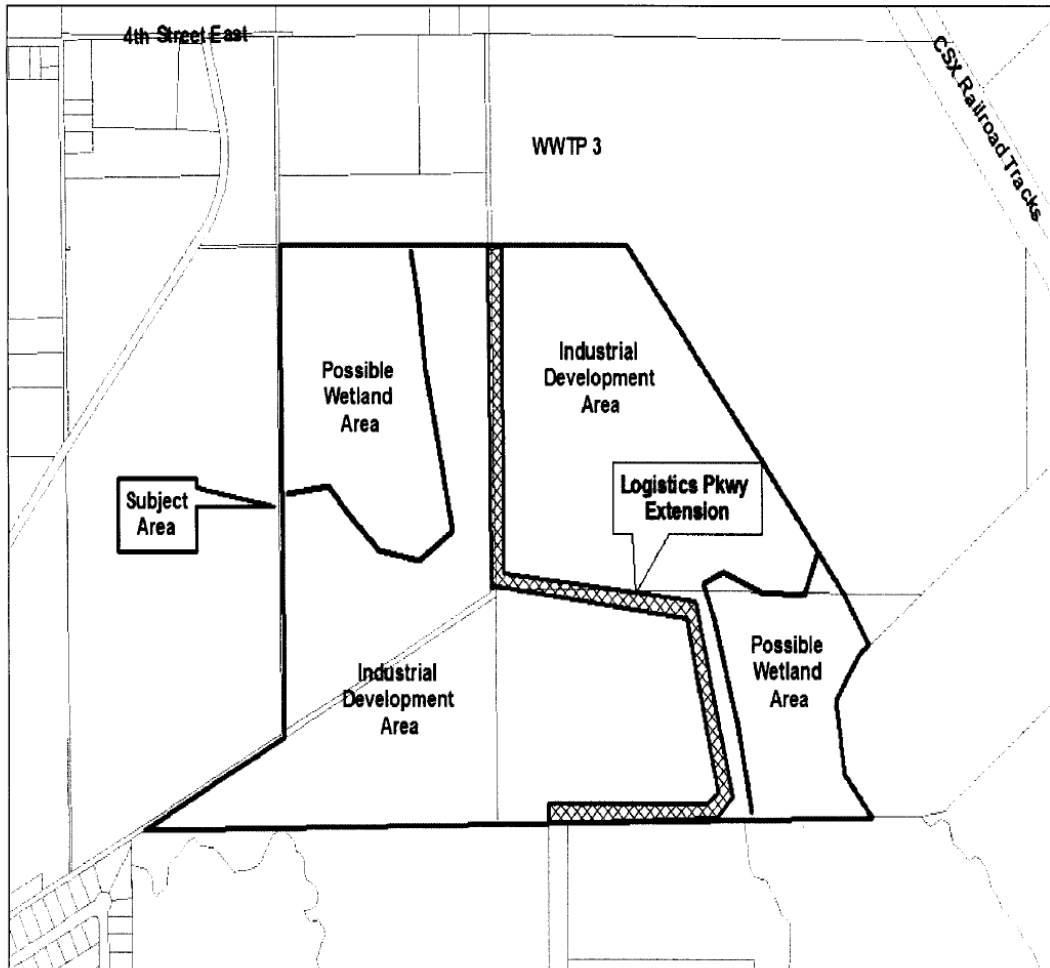


Exhibit "B"
Conceptual Site Plan

General Concept Plan



This map is created from a subset of data from the City of Alameda's Geographic Information System (GIS) database. The City of Alameda makes no claims, no representations, and no warranties, express or implied, concerning the validity, accuracy, or reliability of the GIS data and GIS products as furnished by the City, including the map.



EXHIBIT “C”

EASEMENT AGREEMENT IN FAVOR OF CITY

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Lionel E. Rubio, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, 2nd Floor
Winter Park, Florida 32789
(407) 423-4246

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this _____ day of _____, 2020, by and between **FLORIDA CAN MANUFACTURING, LLC, a Florida limited liability company**, whose address is 530 N. Dakota Avenue, Lake Alfred, FL 33850 (hereinafter referred to as “Grantor”) and **CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation**, whose address is 451 Third Street N.W., Winter Haven, FL 33881 (hereinafter referred to as the “Grantee”).

(Whenever used herein, the terms “Grantor” and “Grantee” shall include all of the parties to this instrument and their heirs, personal representatives, successors and permitted assigns.)

W I T N E S S E T H :

WHEREAS, Grantor is the fee simple owner of that certain real property located in Polk County, Florida, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Grantor’s Property”); and

WHEREAS, Grantee was the predecessor in interest to Grantor’s Property and utilized a portion of Grantor’s Property for access to and from Logistics Parkway and the Grantee’s Wastewater Treatment Plant No. 3 (WWTP#3) via a dirt road (a/k/a Pollard Road) which traversed that portion of the Grantor’s Property described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Access Easement Area”); and

WHEREAS, the Grantee also utilized that portion of Grantor’s Property described on **Exhibit “C”** attached hereto and incorporated herein by this reference (the “Utilities Easement Area”) for the maintenance and repair of the following municipal utilities: (1) City twelve (12”) inch PVC C900 water main; (2) City eight (8”) PVC C900 force main; and (3) City twelve (12”) PVC reuse water main (collectively the “City Utility Lines”); and

WHEREAS, Grantor and Grantee entered into that certain Developer's Agreement made as of May __, 2020 and recorded in Official Records Book __, Page __, of the Public Records of Polk County, Florida ("Developer's Agreement"); and

WHEREAS, the Developer's Agreement, inter alia, subject to the terms and conditions thereof, contemplates the relocation of the City Utility Lines and the aforementioned dirt road located within the boundaries of the Grantor's Property to property owned by Grantee; and

WHEREAS, until such time as the City Utility Lines and dirt road are relocated, and such other terms under the Developer's Agreement are completed, Grantor agreed to provide an easement in favor of Grantee providing for access for maintenance and repair of existing City Utility Lines and for access and ingress and egress over, on, and through the existing dirt road (a/k/a Pollard Road) from Logistics Parkway to WWTP#3; and

WHEREAS, the parties hereto are desirous of creating a non-exclusive easement over, on, through and across the "Access Easement Area" for the purpose of providing ingress, egress, and access to Grantee from and to Logistics Parkway and the Grantee's City WWTP#3 and for the maintenance and grading of the dirt road therein, all in accordance with the terms and conditions provided herein; and

WHEREAS, the parties hereto are desirous of creating a non-exclusive easement over, on, under, through and across the Utility Easement Area for the purpose of the installation, inspection, construction, use, operation, repair and maintenance of City Utility Lines, all in accordance with the terms and conditions provided for herein.

NOW THEREFORE, in consideration of the aforesaid premises, the provisions contained herein, the sum of Ten Dollars (\$10.00) in hand paid to the other party by each of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **INGRESS EGRESS EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee a nonexclusive easement over, across, on and through the Access Easement Area for ingress, egress, and access over, across, on and through the Access Easement Area to and from Logistics Parkway and the Grantee's City WWTP#3 and for the maintenance and grading of the dirt road therein, all in accordance with the terms and conditions provided herein. Said easement rights shall be in effect until relocation of City Utility Lines and Roadway Improvements as contemplated and provided for in the Developer's Agreement are completed and accepted by the Grantee. It is understood by the parties that in the event such relocation does not occur, then the foregoing easement grant shall be perpetual in duration.

3. **UTILITY EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee a nonexclusive easement over, across, under, on and through the Utilities Easement Area for the installation, inspection, construction, use, operation, repair and maintenance of the

City Utility Lines, along with a right of reasonable access to and from the Utilities Easement Area to perform such installation, inspection, construction, use, operation, repair and maintenance. Said easement rights shall be in effect until relocation of City Utility Lines and Roadway Improvements as contemplated and provided for in the Developer's Agreement are completed and accepted by the Grantee. It is understood by the parties that in the event such relocation does not occur, then the foregoing easement grant shall be perpetual in duration.

4. **MAINTENANCE.** Grantee, at Grantee's sole expense, shall maintain the Access Easement Area and the Utilities Easement Area in a good condition and repair, provided, however, in the event Grantor improves any portion of the Access Easement Area, then Grantor shall maintain such improvements therein in good condition and repair.

5. **NONEXCLUSIVE AND LIMITED RIGHTS.** Grantee recognizes and acknowledges that the easement rights granted in this Agreement are nonexclusive in nature. Grantor shall have the right to continue to use the Access Easement Area and/or the Utilities Easement Area for any purpose not inconsistent with the terms of this Agreement so long as such use by Grantor does not materially interfere with Grantee's use of the Access Easement Area and/or Utilities Easement Area. Such use shall include, without limitation, Grantor's right to construct or otherwise improve all or any portion of the Access Easement Area with a concrete or asphalt road at Grantor's expense. Further, it is understood and agreed by the parties that the easement rights granted herein are limited solely to Grantee's employees, agents, invitees, and contractors. Under no circumstances shall the easements rights granted herein be extended to or otherwise be interpreted as including or creating any rights in the general public or as dedicating for public use any portion of the Access Easement Area or Utilities Easement Area. To this end, either the Grantor or Grantee may install or otherwise provide for "daisy-chain locks" or other means of restricting access and securing the applicable premises and access to the easements provided for herein.

6. **IMPROVEMENTS.** Grantor covenants and agrees that Grantor shall not cause or allow any buildings to be constructed in the Access Easement Area and/or Utilities Easement Area. Further, Grantor agrees that Grantor will not cause or allow other structures or improvements to be constructed in the Access Easement Area and/or Utilities Easement Area which would preclude the use by Grantee of the easements granted hereby or materially impair Grantee's enjoyment of rights granted by this Agreement or the purpose thereof.

7. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

8. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel. Any reference herein to days or the calculation thereof shall be as to calendar days.

9. **BINDING EFFECT.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the Grantor's Property and shall inure to the benefit of and be binding upon the parties hereto, as their interest may appear. It is expressly covenanted and agreed that the easement conveyed herein does in no way convey the fee simple title to all or any portion of Grantor's Property, but is only an easement for the specific purposes herein stated.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Polk County, Florida.

11. **RECORDING.** This Agreement shall be recorded in the Public Records of Polk County, Florida, at the Grantor's sole cost and expense.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof except as may be addressed in that Developer's Agreement between the parties and may not be amended, waived or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and permitted assigns), which written document shall be recorded in the Public Records of Polk County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained and/or referred to within this Agreement.

13. **MISCELLANEOUS.**

A. The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement. This Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

B. Nothing herein is intended to waive Grantee's sovereign immunity under Florida law and/or the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

14. **STANDARDS FOR APPROVAL.** Wherever the approval of any party hereunder is required under this Agreement, such approval shall not be unreasonably withheld, conditioned, or delayed.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

_____ Print Name: _____ Witness _____ Print Name: _____ Witness _____ Print Name: _____ Witness _____ Print Name: _____ Witness	“GRANTEE” CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation By: _____ Mayor Bradley T. Dantzler ATTEST: By: _____ Vanessa Castillo, MMC, City Clerk APPROVED AS TO FORM: By: _____ Frederick J. Murphy, Jr., City Attorney “GRANTOR” FLORIDA CAN MANUFACTURING, LLC., a Florida limited liability company By: _____ Jose A. Rivera, Member Manager
---	---

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Jose A. Rivera as Member Manager of Florida Can Manufacturing, LLC, a Florida limited liability company on behalf of said company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public

Print Name _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Bradley T. Dantzler as Mayor of the City of Winter Haven, Florida, a Florida municipal corporation, on behalf of the City of Winter Haven, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public

Print Name _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF GRANTOR'S PROPERTY

A PORTION OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF INTERMODAL CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGES 49 THROUGH 55, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, BLOCK B, S.89°11'20"W., 2,528.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK B; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF WAHNETA FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 82 AND 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N.62°40'42"E., 983.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 274 OF SAID WAHNETA FARMS PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE WESTERLY BOUNDARY LINE OF LOTS 274 AND 233 OF SAID WAHNETA FARMS PLAT N.00°38'23"W., 975.79 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, N.89°21'37"E., 988.85 FEET; THENCE S.68°06'36"E., 373.73 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE ALONG SAID EASTERLY BOUNDARY LINE, S.00°39'36"E., 162.05 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, N.89°11'23" E., 568.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 12°34'47", AND A CHORD BEARING AND DISTANCE OF S.84°31'13" E., 74.94 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.09 FEET TO A POINT OF TANGENCY; THENCE S.78°13'49" E., 357.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 62°11'03", AND A CHORD BEARING AND DISTANCE OF S.47°08'18" E., 353.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.18 FEET TO A POINT OF TANGENCY; THENCE S.16°02'47"E., 294.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 105°14'10", AND A CHORD BEARING AND DISTANCE OF S.36°34'18"W., 543.51 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.16 FEET TO A POINT OF TANGENCY; THENCE S.89°11'23"W., 683.07 FEET; THENCE S.00°38'23" E., 59.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

DESCRIPTION OF ACCESS EASEMENT AREA

EXHIBIT "C"

DESCRIPTION OF UTILITIES EASEMENT AREA

EXHIBIT “D”

EASEMENT AGREEMENT IN FAVOR OF FCM

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Lionel E. Rubio, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, 2nd Floor
Winter Park, Florida 32789
(407) 423-4246

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2020, by and between **FLORIDA CAN MANUFACTURING, LLC, a Florida limited liability company**, whose address is 530 N. Dakota Avenue, Lake Alfred, FL 33850 (hereinafter referred to as “Grantee”) and **CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation**, whose address is 451 Third Street N.W., Winter Haven, FL 33881 (hereinafter referred to as the “Grantor”).

(Whenever used herein, the terms “Grantor” and “Grantee” shall include all of the parties to this instrument and their heirs, personal representatives, successors and permitted assigns.)

W I T N E S S E T H :

WHEREAS, Grantor is the fee simple owner of that certain real property located in Polk County, Florida, being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Grantor’s Property”); and

WHEREAS, Grantee is the fee simple owner of that certain real property located in Polk County, Florida, being more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Grantee’s Property”); and

WHEREAS, Grantor and Grantee entered into that certain Developer’s Agreement made as of May ___, 2020 and recorded in Official Records Book ___, Page ___, of the Public Records of Polk County, Florida (“Developer’s Agreement”); and

WHEREAS, the Developer’s Agreement, inter alia, subject to the terms and conditions thereof, contemplates the relocation of the City Utility Lines located within the boundaries of the Grantee’s Property to property owned by Grantor as well as certain Roadway Improvements; and

WHEREAS, until such time as the City Utility Lines are relocated and the Roadway Improvements are completed, and such other terms under the Developer's Agreement are completed, Grantor agreed to provide an easement in favor of Grantee providing for legal and actual access to and from the paved portions of Pollard Road/Logistics Parkway south of Grantee's Property via Grantor's Property; and

WHEREAS, the parties hereto are desirous of creating a non-exclusive easement over, on, through and across Grantor's Property (also referred to herein as the "Access Easement Area") for the purpose of providing ingress, egress, and access to Grantee from and to the paved portion of Logistics Parkway and the southern boundary of Grantee's Property and for the maintenance thereof, all in accordance with the terms and conditions provided herein.

NOW THEREFORE, in consideration of the aforesaid premises, the provisions contained herein, the sum of Ten Dollars (\$10.00) in hand paid to the other party by each of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **INGRESS EGRESS EASEMENT GRANT.** Grantor does hereby give, grant and convey to Grantee a nonexclusive easement over, across, on and through the Access Easement Area for ingress, egress, and access over, across, on and through the Access Easement Area to and from the paved portion of Logistics Parkway and the southern boundary of the Grantee's Property and for the maintenance thereof, all in accordance with the terms and conditions provided herein. Such use shall include, without limitation, Grantee's right to construct or otherwise improve the Access Easement Area with a concrete or asphalt road at Grantee's expense subject to prior written approval by Grantor and compliance with any applicable codes, rules and regulations. Said easement rights shall be in effect until relocation of City Utility Lines and Roadway Improvements as contemplated and provided for in the Developer's Agreement are completed and accepted by the Grantor. It is understood by the parties that in the event such relocation does not occur, then the foregoing easement grant shall be perpetual in duration.

3. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

4. **MAINTENANCE.** Grantor, at Grantor's sole expense, shall maintain the Access Easement Area in good condition and repair, however, in the event that Grantee improves all or any portion of the Access Easement Area with a concrete or asphalt roadway as contemplated herein then in that event Grantee shall be responsible at its sole cost and expense for any and all maintenance and repairs of such Grantee constructed improvements within the Access Easement Area while this Agreement is in effect.

5. **NONEXCLUSIVE AND LIMITED RIGHTS.** Grantee recognizes and acknowledges that the easement rights granted in this Agreement are nonexclusive in nature.

Grantor shall have the right to continue to use the Access Easement Area for any purpose not inconsistent with the terms of this Agreement so long as such use by Grantor does not materially interfere with Grantee's use of the Access Easement Area. Further, it is understood and agreed by the parties that the easement rights granted herein are limited solely to Grantee's employees, agents, invitees, and contractors. Under no circumstances shall the easements rights granted herein be extended to or otherwise be interpreted as including or creating any rights in the general public or as dedicating for public use any portion of the Access Easement Area. To this end, either the Grantor or Grantee may install or otherwise provide for "daisy-chain locks" or other means of restricting access and securing the applicable premises and access to the easement provided for herein.

6. **IMPROVEMENTS.** Grantor covenants and agrees that Grantor shall not cause or allow any buildings to be constructed in the Access Easement Area. Further, Grantor agrees that Grantor will not cause or allow other structures or improvements to be constructed in the Access Easement Area which would preclude the use by Grantee of the easement granted hereby or materially impair Grantee's enjoyment of rights granted by this Agreement or the purpose thereof.

7. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

8. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel. Any reference herein to days or the calculation thereof shall be as to calendar days.

9. **BINDING EFFECT.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the Grantor's Property and shall inure to the benefit of and be binding upon the parties hereto, as their interest may appear. It is expressly covenanted and agreed that the easement conveyed herein does in no way convey the fee simple title to all or any portion of Grantor's Property, but is only an easement for the specific purposes herein stated.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Polk County, Florida.

11. **RECORDING.** This Agreement shall be recorded in the Public Records of Polk County, Florida, at the Grantor's sole cost and expense.

12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof except as may be addressed in that Developer's Agreement between the parties and may not be amended, waived

or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and permitted assigns), which written document shall be recorded in the Public Records of Polk County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained and/or referred to within this Agreement.

13. **MISCELLANEOUS.**

A. The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement. This Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

B. Nothing herein is intended to waive Grantor's sovereign immunity under Florida law and/or the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

14. **STANDARDS FOR APPROVAL.** Wherever the approval of any party hereunder is required under this Agreement, such approval shall not be unreasonably withheld, conditioned, or delayed.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREED by the City Commission of the City of Winter Haven, Florida, a Florida municipality and Florida Can Manufacturing, LLC, a Florida limited liability company, as of the day first written above.

	“GRANTOR”
	CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation
_____ Print Name: _____ Witness	By: _____ Mayor Bradley T. Dantzler
_____ Print Name: _____ Witness	
	ATTEST:
	By: _____ Vanessa Castillo, MMC, City Clerk
	APPROVED AS TO FORM:
	By: _____ Frederick J. Murphy, Jr., City Attorney
	“GRANTEE”
	FLORIDA CAN MANUFACTURING, LLC., a Florida limited liability company
_____ Print Name: _____ Witness	By: _____ Jose A. Rivera, Member Manager
_____ Print Name: _____ Witness	

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Jose A. Rivera as Member Manager of Florida Can Manufacturing, LLC, a Florida limited liability company on behalf of said company, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public

Print Name _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was sworn to, subscribed, and acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Bradley T. Dantzler as Mayor of the City of Winter Haven, Florida, a Florida municipal corporation, on behalf of the City of Winter Haven, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public

Print Name _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF GRANTOR'S PROPERTY (ACCESS EASEMENT AREA)

EXHIBIT "B"

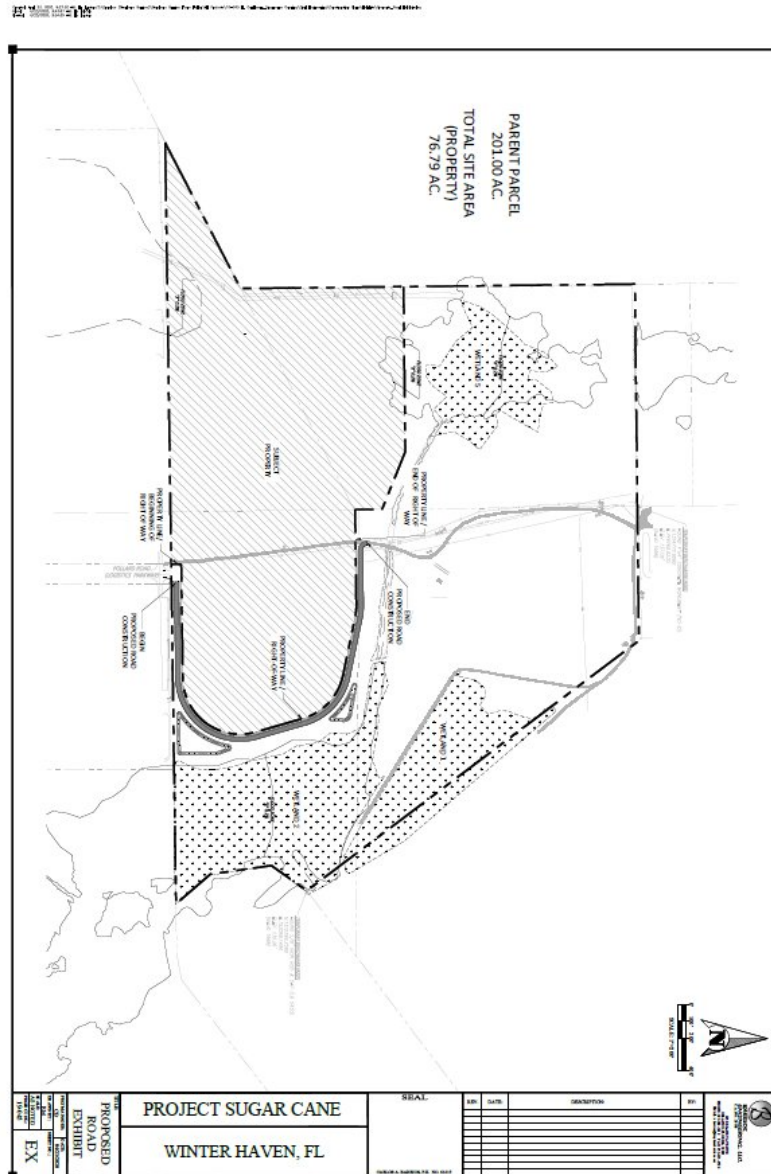
DESCRIPTION OF GRANTEE'S PROPERTY

A PORTION OF LAND LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, OF INTERMODAL CORPORATE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159, PAGES 49 THROUGH 55, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, BLOCK B, S.89°11'20"W., 2,528.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK B; THENCE DEPARTING SAID NORTHERLY BOUNDARY LINE, ALONG THE SOUTHERLY BOUNDARY LINE OF WAHNETA FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 82 AND 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N.62°40'42"E., 983.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 274 OF SAID WAHNETA FARMS PLAT; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE, ALONG THE WESTERLY BOUNDARY LINE OF LOTS 274 AND 233 OF SAID WAHNETA FARMS PLAT N.00°38'23"W., 975.79 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE, N.89°21'37"E., 988.85 FEET; THENCE S.68°06'36"E., 373.73 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID SECTION 21; THENCE ALONG SAID EASTERLY BOUNDARY LINE, S.00°39'36"E., 162.05 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE, N.89°11'23" E., 568.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 12°34'47", AND A CHORD BEARING AND DISTANCE OF S.84°31'13" E., 74.94 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 75.09 FEET TO A POINT OF TANGENCY; THENCE S.78°13'49" E., 357.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 62°11'03", AND A CHORD BEARING AND DISTANCE OF S.47°08'18" E., 353.23 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 371.18 FEET TO A POINT OF TANGENCY; THENCE S.16°02'47"E., 294.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 105°14'10", AND A CHORD BEARING AND DISTANCE OF S.36°34'18"W., 543.51 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 628.16 FEET TO A POINT OF TANGENCY; THENCE S.89°11'23"W., 683.07 FEET; THENCE S.00°38'23" E., 59.96 FEET TO THE POINT OF BEGINNING.

EXHIBIT "E"

CITY'S SIXTY (60') FOOT RIGHT-OF-WAY PROPERTY WITHIN WHICH ROADWAY IMPROVEMENTS TO BE CONSTRUCTED



IMPACT FEE AND PERMIT FEE CALCULATIONS FOR INITIAL PHASE OF PROJECT

INDUSTRIAL / WAREHOUSE					
City of Winter Haven Fee Breakdown	Permit #			Receipt #	\$ AMOUNT
Square FT.	300,000				
Job Value =					\$22,612,500.00
Job Value Rounded Up					\$22,613,000.00
1st 100,000					\$3,129.00
Each addt'l 1,000					\$30,918.75
Total x (CPIU)	113-322-100-000				\$60,468.80
50% Review Fee (Each)	113-322-920-000				\$30,234.41
Sub Permit Total					\$90,703.21
NOC/Admin. Fee	113-202-010			20.00	
BP - Electric	113-322-200-000				\$25.00
BP - Plumbing	113-322-300-000				\$25.00
BP - HVAC	113-322-500-000				\$25.00
State Surcharge - 3% (\$4.00 min)	113-202-012				\$ 2,723.35
Fire Review				3,779.30	\$ 3,779.30
Driveway Admin. Fee	113-329-250-000				
Total Permit Fee					\$97,280.86
County Transportation Impact					256,500.00
County Correctional Imp.					17,700.00
County EMS Impact					6,300.00
County School Impact					0.00
Amount retained from county (3%)	001-369-909-100				689.00
County Impact Total					\$ 280,500.00
Allowable Credits			>>>		\$ 280,500.00 **
County Impact Total after credits	113-202-016				\$ -
City Police	114-363-220-500				\$138,000.00
City Fire	114-363-220-600				\$60,000.00
City Library	114-363-270-101				\$0.00
City Parks & Rec	114-363-270-700				\$0.00
City Transportation	114-363-240-000				\$32,985.00
Amount retained for Admin (3%)	114-369-909-100				\$0.00
City Impact Total					\$230,985.00
***Fee Other	113-322-920-000				
Total Permit					\$328,265.86
	TOTAL FEE				\$328,265.86

**** FCM is entitled to \$385,000 in impact fee credits per the recorded Agreement For Economic Development Impact Fee Mitigation with Polk County of which \$280,500 are applied to this initial construction phase. FCM shall reserve a credit of \$104,500 which shall be applicable to any future expansion phases associated with this Project. Said impact fee credits are expressly subject to the terms of the aforementioned Agreement with Polk County which among other things requires the creation of 160 jobs within a three (3) year period, otherwise said credits shall be reduced and reimbursed to Polk County by FCM in accordance with said Agreement.**

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: June 1, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager

FROM: Eric Labbe, Economic Opportunity and Community Investment Director
Bruce Lyon, Winter Haven Economic Development Council President

SUBJECT: Resolution R-20-34 approving the Florida Job Grant Infrastructure Application and authorizing the City Manager and applicable City staff to execute and take all other actions necessary thereto.

BACKGROUND:

The Florida Job Growth Grant Fund is an economic development program designed to promote public infrastructure and workforce training across the state. Proposals are reviewed by the Florida Department of Economic Opportunity (DEO) and Enterprise Florida, Inc. (EFI) and chosen by the Governor to meet the demand for workforce or infrastructure needs in the community they are awarded to.

In 2019-20, the agency will be able to provide \$40 million for projects that focus on rapidly developing a highly-skilled workforce and on infrastructure initiatives that attract businesses, create jobs and promote economic growth.

Public infrastructure projects can include transportation and utilities needed to support economic development.

Staff has worked closely with the Winter Haven Economic Development Council and Carter/Kaye Engineering to prepare an application to the Florida Job Growth Grant Fund for up to \$10,373,121. There is no local match required.

These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, minimize employee vehicle trips on State Road 60, provide access and activate an additional 203± acres for

development, provide for critical fiber optic infrastructure, and improve the overall function and marketability of the site for new industrial investment.

Florida Can Manufacturing (FCM) is anticipated to be the first employer upon the lands described in this application. FCM is contemplating building a 300,000+ square foot advanced manufacturing facility that will initially employ more than 150 residents. Its long-term plan includes expansion to more than 1,000,000 square feet and 500+ jobs. FCM has contributed to this application with an in-kind donation of engineering and permitting services for the first phase of the Logistics Parkway extension.

This is an important project that aligns several state economic and transportation priorities by removing truck traffic from our highway system, diversifying our economy, creating advanced manufacturing jobs, and capitalizing on the locational attributes of the CFILC, an integral part of Florida's Strategic Intermodal System.

FINANCIAL IMPACT:

No local match is required.

RECOMMENDATION:

Staff recommends the City Commission approved Resolution R-20-34 and authorize the City Manager or his designee to take all further actions necessary to implement and perform the City's obligations under the Florida Job Growth Grant Fund Application.

ATTACHMENTS:

Resolution R-20-34
Florida Job Growth Grant Fund Application

RESOLUTION NO. R-20-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING THAT CERTAIN 2019-2020 FLORIDA JOB GROWTH GRANT FUND PUBLIC INFRASTRUCTURE GRANT PROPOSAL/APPLICATION BETWEEN THE CITY OF WINTER HAVEN AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR FUNDING FOR THE EXTENSION OF LOGISTICS PARKWAY AND FIBER TO INDUSTRIAL PROPERTY WITHIN THE CITY AND AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING SAID GRANT APPLICATION; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the residents and citizens of the City of Winter Haven for the City to enter into a Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the Florida Department of Economic Opportunity (DEO) for the extension of Logistics Parkway and fiber to property in the vicinity of the City's WWTP#3 and the Integrated Logistics Center within the City of Winter Haven, Florida in the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.
2. That the Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO for the extension of Logistics Parkway and fiber to the property more specifically identified and described in the application, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved.
3. That the City Manager, Mike Herr, or his designee, and all other appropriate City officials are authorized to execute on behalf of the City of Winter Haven, the Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO for the purposes set forth hereinabove and any necessary amendments and to take all other necessary actions relating to the referenced Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO and the related public infrastructure as described in the Application.
4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and

effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.
6. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 8th day of June, 2020.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

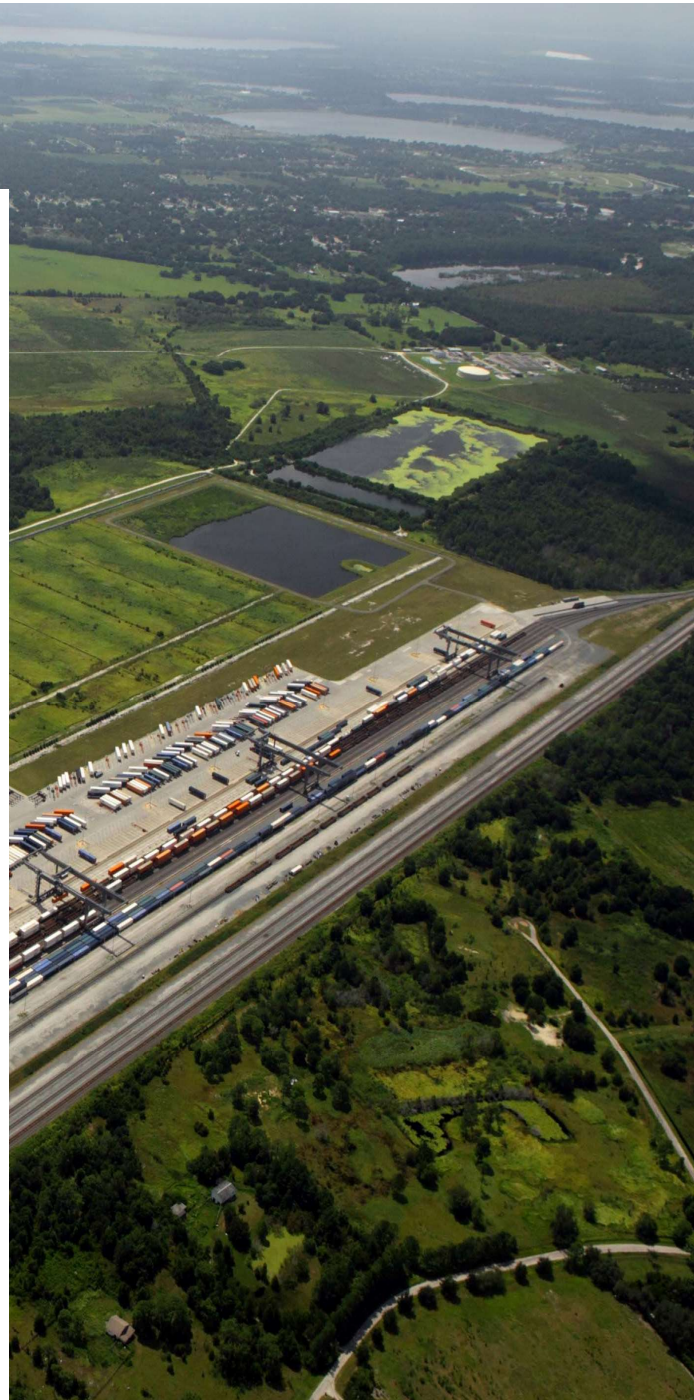
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Florida Job Growth Grant Fund Application



JUNE 1

City of Winter Haven

Authored by: Mike Herr, City Manager

WINTER HAVEN
The Chain of Lakes City

COVER LETTER

WINTER HAVEN

The Chain of Lakes City

May 30, 2020

Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

Enclosed please find the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. I believe that you will find the application to be complete and thorough. Upon review, should you have any questions, please do not hesitate to contact me.

These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, minimize employee vehicle trips on State Road 60, provide access and activate an additional 203± acres for development, provide for critical fiber optic infrastructure, and improve the overall function and marketability of the site for new industrial investment.

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
Telephone: 863.291.5600 ♦ Fax: 863.297.3090 ♦ www.mywinterhaven.com

City of Winter Haven, founded 1911

WINTER HAVEN

The Chain of Lakes City

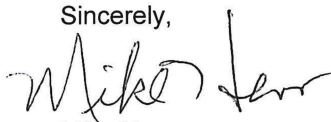
Florida Can Manufacturing (FCM) is anticipated to be the first employer upon the lands described in this application. FCM is contemplating building a 300,000+ square foot advanced manufacturing facility that will initially employ more than 150 residents. Its long-term plan includes expansion to more than 1,000,000 square feet and 500+ jobs. FCM has contributed to this application with and in-kind donation of engineering and permitting services for the first phase of the Logistics Parkway extension.

This is an important project that aligns several state economic and transportation priorities by removing truck traffic from our highway system, diversifying our economy, creating advanced manufacturing jobs, and capitalizing on the locational attributes of the CFILC, an integral part of Florida's Strategic Intermodal System.

I believe you will find that the roadway and fiber infrastructure improvements requested in this application, and subsequent buildout of these properties, compliment many State and Federal strategic initiatives including the Comprehensive Economic Development Strategy (CEDS), the Hillsborough-Polk Freight Logistics Zone Strategic Plan, and the Federal Opportunity Zone incentives to name a few. Locally, this grant helps to secure hundreds and eventually thousands of new jobs, which will strengthen and diversify our workforce and economy, increase median income, spur economic recovery from the COVID-19 pandemic, and further enhance the quality of life in Winter Haven and the region.

As is evidenced by the attached letters of support, this project is endorsed by leaders across all sectors of our local economy, including Polk State College, a critical local partner for workforce development. I believe that the award of this grant and subsequent installation of critical infrastructure will support the creation of thousands of jobs across targeted industry sectors for generations to come.

Sincerely,



Mike Herr
City Manager
City of Winter Haven, Florida

P.O. Box 2277 ♦ 451 Third Street NW ♦ Winter Haven, Florida 33883-2277
Telephone: 863.291.5600 ♦ Fax: 863.297.3090 ♦ www.mywinterhaven.com

City of Winter Haven, founded 1911

Section 1. Program Requirements

A. Provide a detailed description of the public infrastructure improvements

Overview: Winter Haven has a shovel-ready opportunity to immediately secure the commitment of a prospective advanced manufacturer that will invest \$130 million and create 160 new jobs while advancing the State's goal to diversify the economy and create high-paying manufacturing jobs while reducing costs for other Florida businesses and Florida consumers. In addition to securing this 'bird-in-hand,' the requested infrastructure grant, as described below, will also (a) create access to an additional 126± acres of City of Winter Haven owned and fully entitled industrial property, creating highly desirable job creating industrial space, and (b) create an alternate access route, that offers exceptional and efficient access for Winter Haven employees to 932± acres of privately owned and fully entitled industrial property as well as the 318± acre Winter Haven CSX Intermodal Terminal and (c) bring resilient broadband fiber optic connectivity to the area to support the needs of advanced manufacturers and large-scale distribution operations.

Specifically, the requested grant is to extend Logistics Parkway, a public roadway, through City owned industrial property to Pollard Road, a public roadway, and extend fiber infrastructure (publicly owned) to the site. Development of the requested public infrastructure will ensure that all necessary public infrastructure and zoning entitlements are in place to activate more than 1,100± acres of employment center and approximately 10 million square feet of advanced manufacturing, warehousing, distribution and related uses and thousands of local higher wage jobs. The public and private development sites listed above are located within a City designated Industrial Development Zone and a federally designated Opportunity Zone, further incentivizing private development provided the requested public infrastructure is constructed.

On the following pages are maps depicting the general project location (Figure 1), proposed public roadway extension (Figure 2), and fiber infrastructure extension (Figure 3).

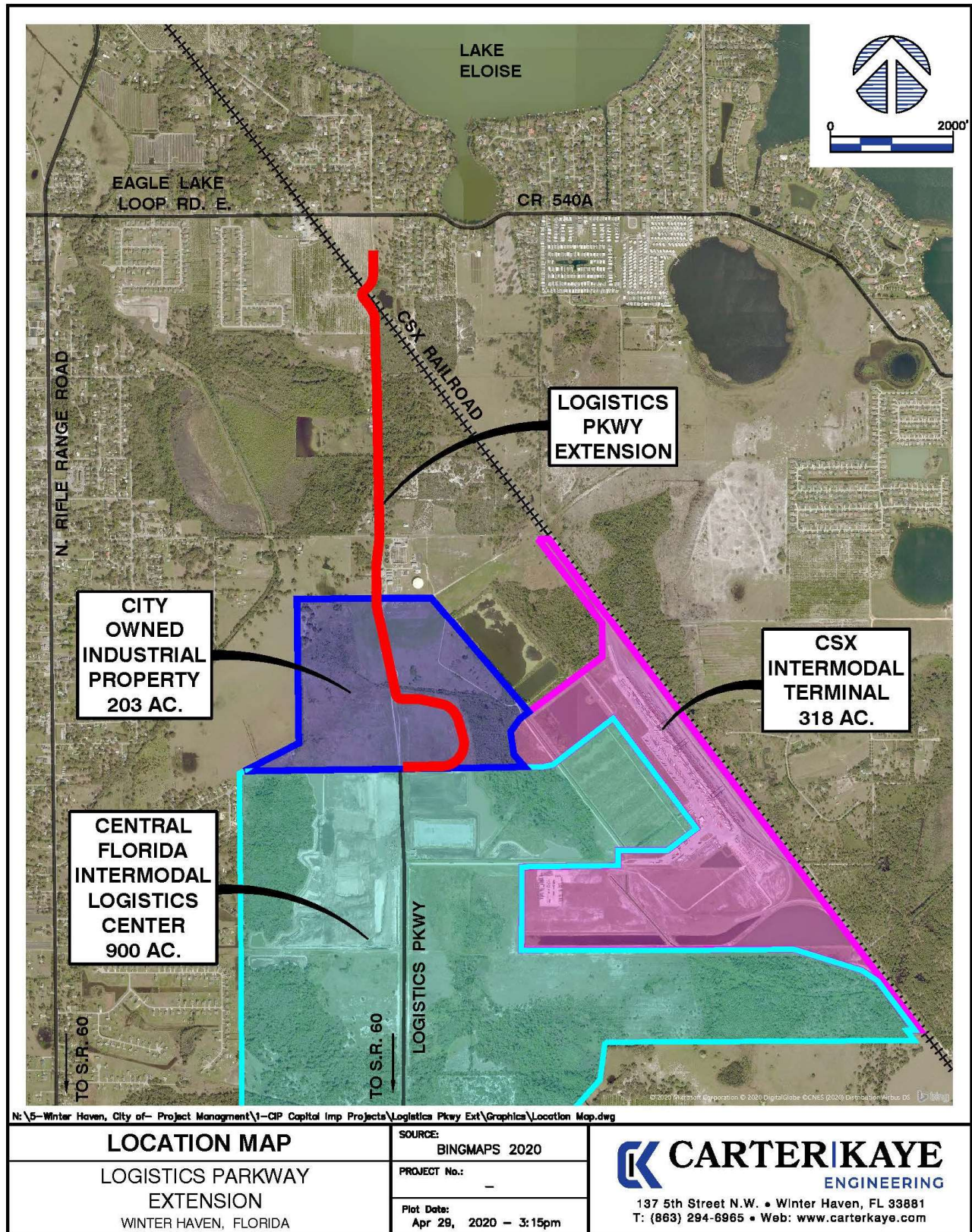


Figure 1 – General Project Location

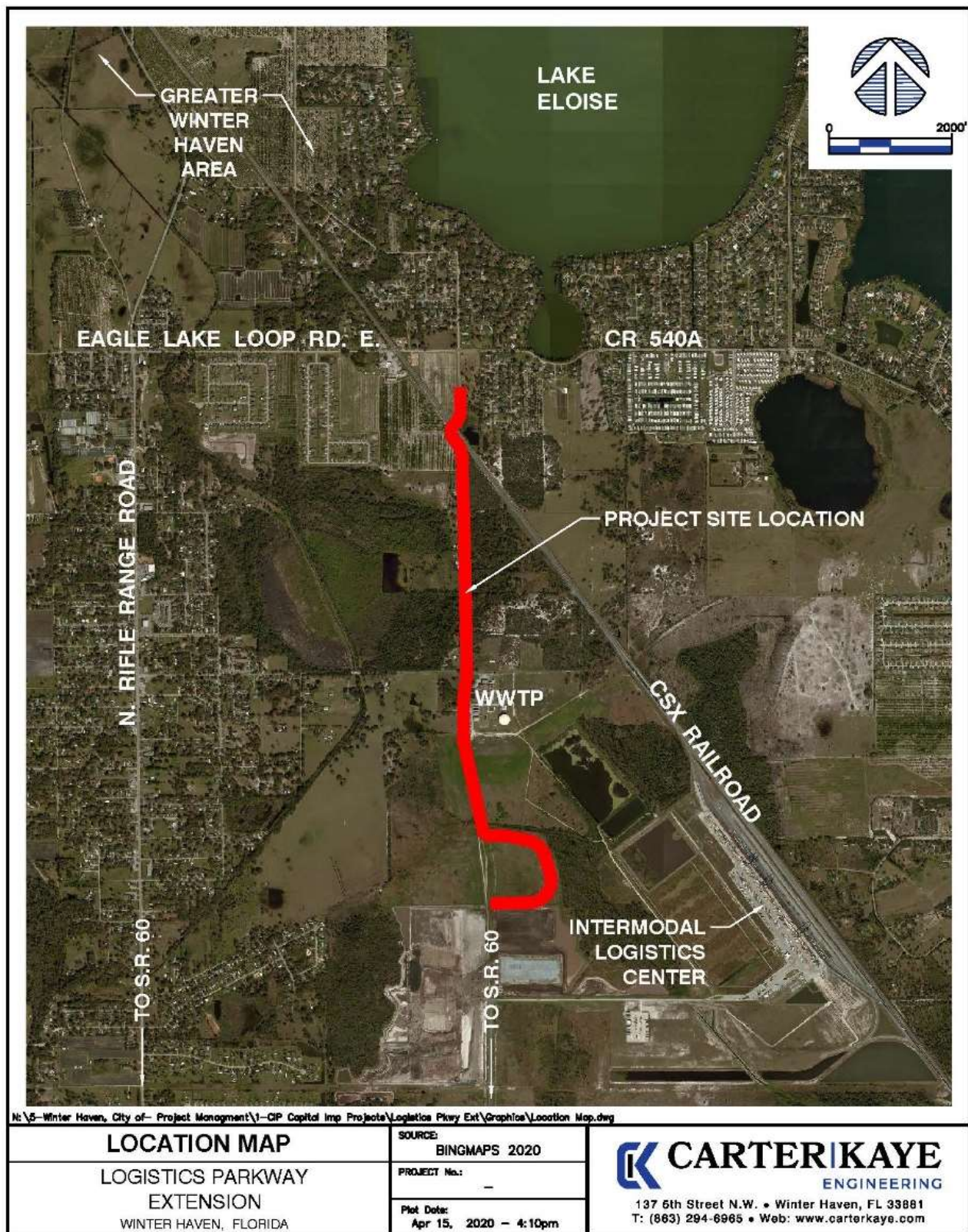


Figure 2 – Proposed Logistics Parkway Extension

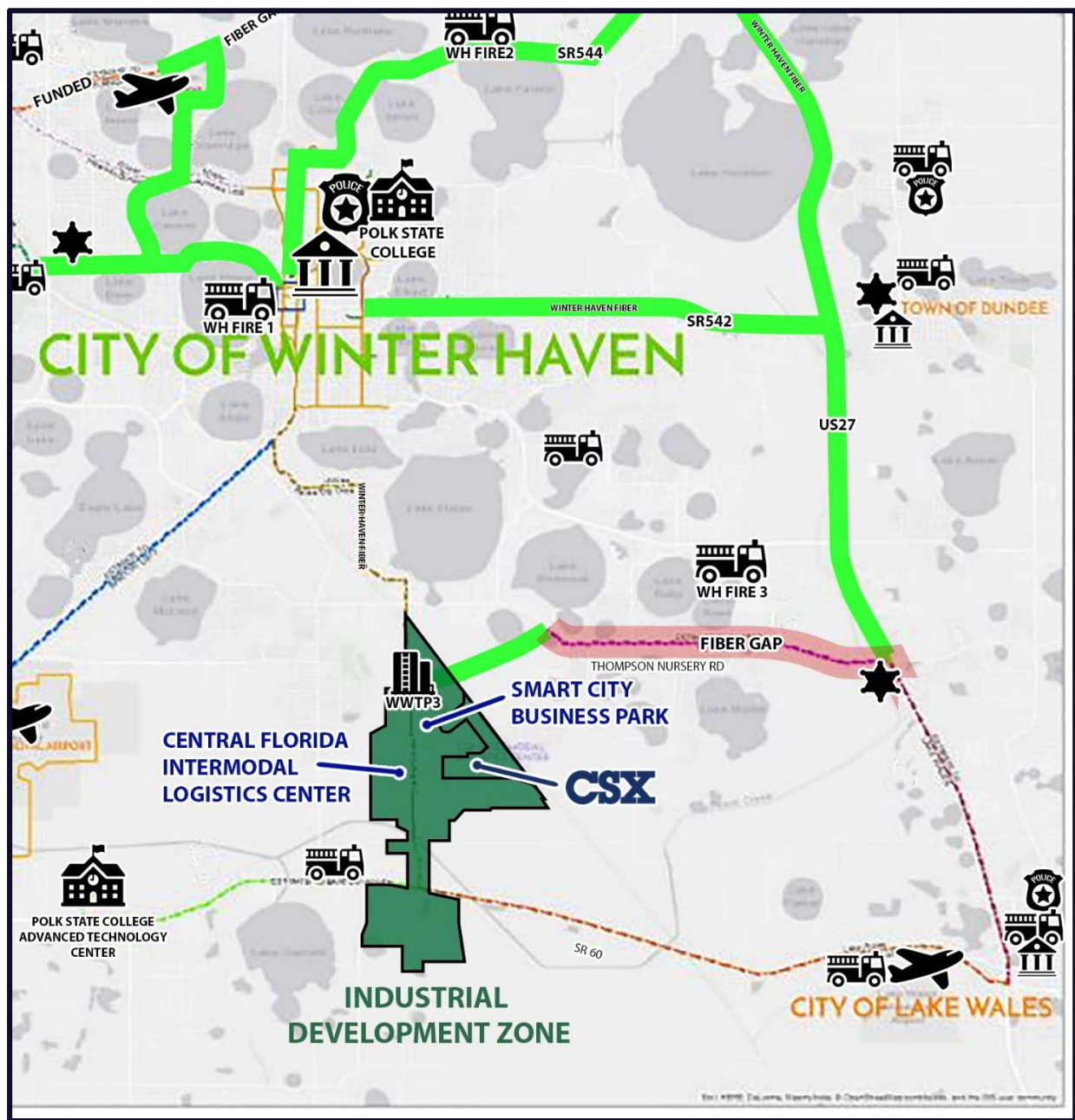


Figure 3 – Fiber Infrastructure Expansion

Note: The fiber expansion is depicted in pink. The expansion would extend from existing City of Winter Haven fiber located on US 27, along Thompson Nursery Road, to City of Winter Haven Fiber located east of the industrial properties discussed in this application, completing the missing fiber gap necessary to service these properties.

In response to business opportunities near the CSX Intermodal Terminal, the City of Winter Haven has designated and entitled 203± acres of vacant property, south of the City's Waste Water Treatment Plant #3 and north of the CSX Intermodal Terminal and the Central Florida Intermodal Logistics Center, for the development of a smart industrial park (See Figure 1 above). The concept of a smart industrial park includes elements of development centered on high-tech, energy efficiency, environmental responsibility, and co-location of compatible uses to gain industry efficiencies.

The first potential user is Florida Can Manufacturing (FCM), LLC, an advanced manufacturer of food-grade aluminum cans. FCM is currently in contract to acquire 77± acres of property (within the 203 acre park) for the construction of a \$130 million facility in 2020-2021. This will create 160 new permanent jobs and 250 constructions jobs.

To facilitate additional development on the remaining 126± acres, and to enable additional new high-wage advanced manufacturing investments that utilize high-skill workers, the City will need to extend an existing roadway, Logistics Parkway, northward from its existing terminus at the northern boundary of the Central Florida Intermodal Logistics Center, through the subject site to Pollard Road. Additional improvements to Pollard Road are requested with this grant funding opportunity to create a seamless connection to Eagle Lake Loop Road and the greater Winter Haven area workforce. However, the requested improvements to Pollard Road are not required to facilitate adequate access and connection. As such, the proposed Logistics Parkway roadway extension is divided into three phases. Please see roadway phasing (Figure 4) below.

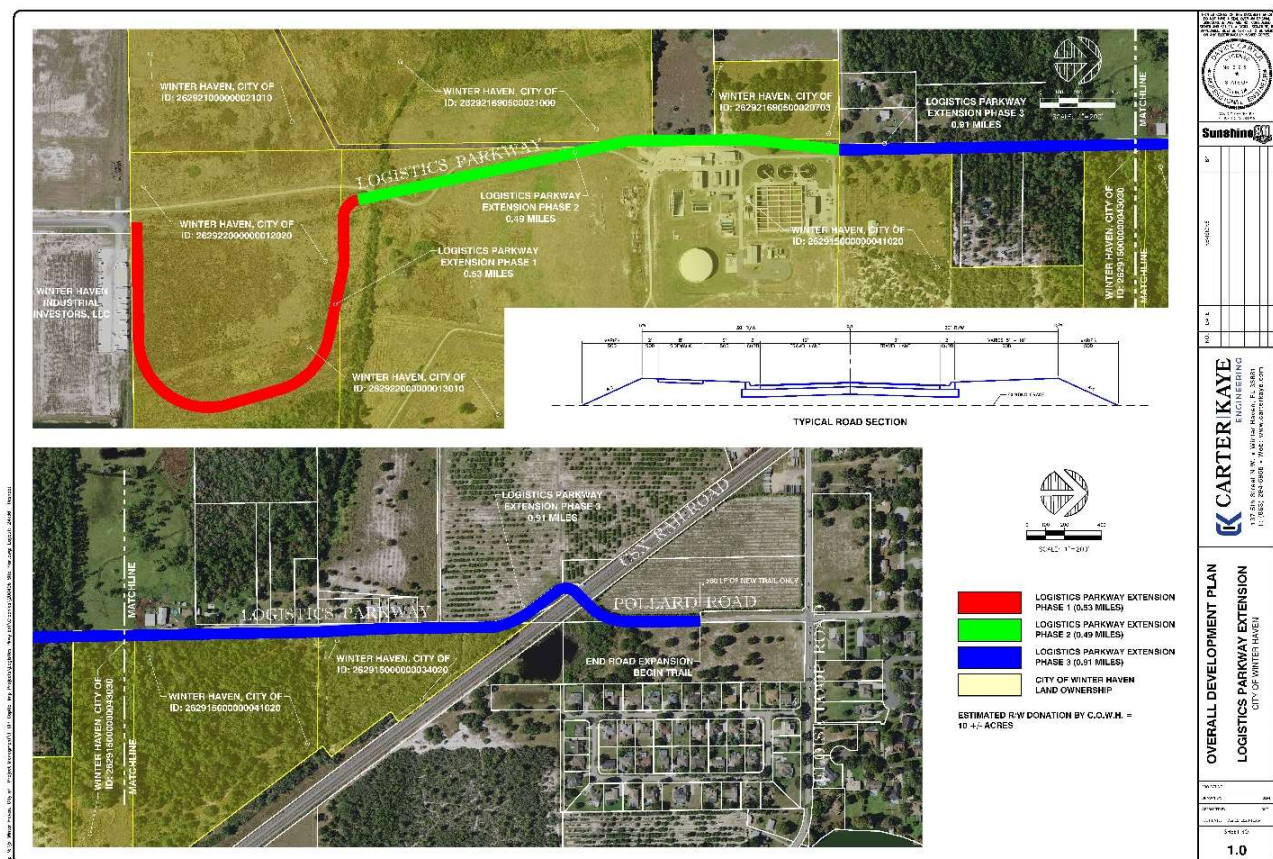


Figure 4 – Roadway Phasing Plan

Phase one of the Logistics Parkway Roadway extension will connect future phases of the above mentioned FCM advanced manufacturing project to existing Logistics Parkway and facilitate roadway access from the existing Logistics Parkway to the additional 126± acres of City owned, industrial zoned, property located north of the FCM project. Phase one of the roadway extension will provide access and activate approximately 2.2 million square feet of future development upon the aforementioned 126± acres of City owned property. Phase two of the Logistics Parkway Roadway extension will connect Logistics Parkway with Pollard Road. Pollard Road is an existing two-lane public roadway that traverses north from the City's Wastewater Treatment Plant #3 to Eagle Lake Loop Road. Extending Logistics Parkway to Pollard Road will provide access from the greater City of Winter Haven population and workforce, located almost exclusively north of the industrial development sites, to the 203± acre City Owned property (including the FCM project site), the 932± acres Central Florida Intermodal Logistics Center located adjacent and south of the City owned property, and the 318± acre CSX Intermodal Terminal.

Phase three of the Logistics Parkway Roadway extension will improve the existing Pollard Road, widening travel lanes to 12 feet, providing for adequate roadway shoulders, improving stormwater drainage, and adding a pedestrian trail to provide for alternative access for the workforce to the industrial development sites. While Phase three is not required to provide sufficient access and connection to Eagle Lake Loop Road and the City's workforce, if funded, the requested public infrastructure improvements would provide a seamless, multi-modal connection from the workforce to the industrial development sites.

As contemplated, each phase provides specific benefits to the industrial development sites and the local economy in order of importance. Phase 1 being most immediate and critical. Phase one is fully designed and permitted. This "shovel ready" phase could begin construction immediately upon funding and completion of the bidding process. As proposed, should funding be awarded for phases 2 and 3, grant funds would be used for design, permitting and construction. Design and permitting of phases two and three would commence upon receipt of grant funds, during the construction of phase one.

Additionally, and equally critical to the successful and complete buildout of the industrial development sites, is the need to extend the City's publicly owned fiber infrastructure approximately 3 ½ miles from its current terminus to the subject site (Figure 3). The City of Winter Haven owns and operations a dark fiber enterprise. The City's fiber infrastructure is available for lease by private internet providers, government and non-profit entities, and private enterprise to facilitate affordable, secure, fast, and redundant internet services to our community. The existence of this critical public infrastructure at the identified development sites is critical for advanced manufacturing, research and development, and logistics employers.

In sum, to secure the current economic opportunity, and to position the development sites for new industry that frequently shows interest in the location, the city will utilize this infrastructure grant for:

1. the construction of a new section of Logistics Parkway and associated widening and improvement of Pollard Road; and,
2. the extension of conduit and fiber optic cable to the site to provide for the advanced manufacturing processes that require high-speed connectivity.

B. Provide location of public infrastructure, including physical address and county of project.

The public roadway infrastructure improvements (Logistics Parkway Extension) will be located in the City of Winter Haven, in Polk County, and will be extended from the northern property line of the Central Florida Logistics Center (932± acres), located adjacent and south of the City owned industrial property (203± acres), to Pollard Road, located just north of the City's wastewater treatment plan, on parcels:

262921-000000-021010
262922-000000-012020
262921-690500-021000
and a portion of 262922-000000-013010.

Please see Figures 2 and 4 above.

A United States Postal Address has not yet been assigned to the subject property.

The public fiber optic infrastructure improvement will be located within existing public rights-of-way, extending approximately 3 ½ miles from its existing terminus to the parcels identified above.

Please see Figure 3 above.

C. Is this infrastructure currently owned by the public? YES

Logistics Parkway is a City owned and maintained roadway connecting State Road 60 with the Central Florida Intermodal Logistics Center and the CSX Intermodal Terminal.

The proposed extension of Logistics Parkway, through the subject property identified above, would then connect to Pollard Road. Pollard Road is a County owned and maintained roadway.

The City of Winter Haven operates a Dark Fiber Enterprise. The proposed fiber infrastructure expansion is an expansion of the publicly owned Dark Fiber Enterprise.

D. Provide current property owner.

The City of Winter Haven owns all of the property to accomplish Phase one and phase two of the Logistics Parkway extension. Phase three of the Logistics Parkway extension is an improvement to Pollard Road.

Pollard Road is a County maintained public roadway.

The proposed fiber optic expansion will occur within public road rights-of-way maintained by either the City of Winter Haven or Polk County.

E. Is this infrastructure for public use or does it predominantly benefit the public? YES

These critical infrastructure projects will be owned and maintained by the City of Winter Haven for public use. Both the proposed Logistics Parkway extension and the proposed fiber infrastructure extension are intended for public use and for the public's benefit, in large part to help stimulate economic activity and secure new manufacturing investments at the aforementioned development sites (Figure 1).

The infrastructure requests made in this application are critical to promote job growth and development on the City owned property (203± acres) and within the adjacent Central Florida Intermodal Logistics Center (932±

acres). The proposed Logistics Parkway extension will provide exclusive workforce access to these employment hubs from the north, which is the population center of Winter Haven.

Access and Safety

The Logistics Parkway extension to the north will largely separate workforce access from distribution truck traffic, thereby eliminating conflicts between automobiles and the nearly 1,000 trucks/day that use Logistics Parkway. This new road will improve safety, increase capacity, and reduce workforce commutes from the residential neighborhoods of Winter Haven. The roadway includes a multi-purpose trail, further improving connectivity to the residential neighborhoods. It will also improve traffic safety by reducing traffic that currently passes through two elementary school zones between the residential neighborhoods of Winter Haven and the existing access route. This will improve the overall transportation functionality of the area.

Fiber

The proposed fiber infrastructure extension will provide a publicly owned and maintained telecommunications solution to facilitate high tech, high wage job growth and development on the subject site. Affordable, high speed, dependable, and resilient telecommunications infrastructure is a necessity for today's advanced manufacturing, distribution, and research and development operations. It is also becoming more critical throughout all industries and fields.

F. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity? No

The City owned property is approximately 203± acres. Approximately 77± acres is subject to a purchase and sale agreement with FCM to construct a high-tech, food-grade aluminum can manufacturing facility. The remaining acreage is available for future development and could accommodate up to 3.2 million square feet of total industrial space. The entire property is zoned for advanced manufacturing, warehouse, distribution and similar job creating industrial uses. Additionally, the 932± acre Central Florida Intermodal Logistics Center is located immediately to the south of the City owned property and will be connected via the proposed Logistics Parkway extension providing much improved employee access. Currently, a 407,000 square foot warehouse is developed on 22 acres in the Central Florida Intermodal Logistics Center with 910± acres remaining for future development totaling approximately 7 million square feet of similar industrial uses and thousands of higher wage jobs.

In total, the proposed Logistics Parkway extension and proposed fiber infrastructure extension will serve nearly 1,500± (including the CSX Terminal) acres of property zoned for manufacturing, warehousing, distribution and similar light industrial uses and will benefit dozens of corporations and thousands of employees.

G. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state:

The City owned 203± acre site and the adjacent 932± acre Central Florida Intermodal Logistics Center are identified as premier job creation centers in Central Florida and provide the opportunity to speed

economic recovery in Florida by creating jobs in both distribution and manufacturing sectors which will have multiple positive affects to the local, regional and statewide economy through (as examples):

- job creation in high-skills sector and stable employment in diversified industry clusters that are identified by the Enterprise Florida as Targeted Industries
- reduced shipping costs for Florida's businesses and consumers
- more timely shipping and distribution of goods to every industry sector in Florida
- improved and efficient freight flows to large retailers and online platforms including Amazon, Walmart, Publix, and Home Depot

During times of crisis, particularly in preparation for and following events such as hurricanes, this location is extremely well-suited to aid in disaster recovery and did so prior to and following Hurricane Irma when its location and operations enabled efficient distribution of critical goods to all of central and south Florida just hours after trains arrived at the Winter Haven terminal!

The proposed roadway infrastructure improvements are specifically designed to connect this economic hub with the adjacent workforce in and around Winter Haven. The proposed fiber optic infrastructure expansion is specifically designed to connect approximately 1,500 acres (including the CSX Intermodal Terminal) of industrial employment center to the world! High-speed, affordable, and resilient data and communications infrastructure is essential for today's high tech manufacturing, warehousing and distribution facilities.

Further, and in real time during this Covid-19 crisis, phase one of the FCM project, which is anticipated to start construction during summer 2020, if this infrastructure grant is approved, will create approximately 160 new permanent jobs with 110 paying over 115% of average area wage and all positions paying above 100% of average area wage. An estimated 250+ construction jobs will also be created. Two additional future phases will boost total job creation to approximately 500. This will immediately spur job recovery in Winter Haven, Polk County and central Florida!

- Economic Diversification:

Traditionally, the Central Florida economy has been largely driven by tourism, new construction housing, and agriculture. The future development of the sites identified in this application could create approximately 10.2 million square feet of manufacturing, warehousing, distribution and associated uses and thousands of new jobs above the area's median income level. This economic diversification has been a singular focus for this targeted area. Additional details about this subject are included below.

- Economic enhancement of a Targeted Industry:

Investment into critical infrastructure, resulting in the rapid development of the subject sites identified in this application, will significantly enhance three Florida targeted industries: manufacturing, logistics and distribution, and cleantech.

Background

The City of Winter Haven and the Winter Haven Economic Development Council are continually working to align the attributes of the CSX Intermodal Terminal, the Winter Haven ILC and now the 203± acre City of Winter Haven Smart Industrial Park with the needs of local, regional and national industrial and distribution businesses to secure long-term economically diversifying investments that align with the State of Florida, Department of Economic Opportunity, and Enterprise Florida as ‘Target Industries.’

This industrial park is positioned primarily for companies in advanced manufacturing and distribution that will utilize the adjacent CSX Freight and Intermodal rail services for the inbound/outbound transport of raw and finished materials respectively, as well as the truck freight routes accessible from SR-60 and nearby US-27 and US-17. The area has cleared every major development hurdle and is widely considered a premier location to efficiently access the central and south Florida markets.

It is also:

- Designated by Florida Department of Transportation as a Strategic Intermodal System vital asset to Florida’s economic welfare and critical to Florida’s ability to compete in the global marketplace.
- Identified within the Hillsborough-Polk Freight Logistics Zone Strategic Plan as a critical logistics asset and employment center for the region.
- Pre-screened and meets or exceeds all local community and environmental criteria for industrial development.
- Designated in the Winter Haven Comprehensive Plan for manufacturing, warehousing, and distribution uses.
- Designated by the City of Winter Haven as an Industrial Development Zone.
- Designated as an important logistics/distribution/industrial employment center in the 2017 Comprehensive Economic Development Strategy (CEDS) for the Central Florida Economic Development District region. This CEDS is intentionally aligned with Florida Chamber’s 2030 Project, Florida Chamber’s Six Pillars, and Florida Strategic Plan for Development with a focus on:
 - The need to diversify the region’s economy for long term stability and prosperity;
 - The need to build a skilled workforce and increase average wages;
 - The need for greater infrastructure planning and capital commitment; and
 - The need for sufficient resources, particularly for rural economic development.
- Located in Census Tract 145.01, which is designated as a Federal Opportunity Zone, and is also a low-income qualified census tract where Federal New Markets Tax Credits can be utilized by certain projects.
- Fully entitled with consistent and compatible zoning already approved that allows as much as 10.2 million square feet of manufacturing, warehousing, distribution and associated uses.

These attributes position the location as one of the best in Florida for advanced manufacturing and logistics with community support, economic development strategies, regulatory entitlements and federal tax incentives in place. However, two critical factors arise in most conversations with prospective companies, which in the past have included Walmart, Samsung and Pep Boys to name a few:

-
- 1) Employee availability and Employee access
 - 2) Availability of resilient, high-speed internet and telecommunications infrastructure

This infrastructure grant will address both remaining challenges simultaneously and the outcomes will be monstrous levels of economic impact!

As previously referenced, development of this road extension and connection to fiber will enable this smart park to proceed with technological enhancements in the forms of resilient, gigabit internet via fiber optic cable, 21st century safety and security systems, EV charging stations, and dark sky lighting to name a few. While also enabling the first potential user, FCM to move into construction with the assurance of employee access from Winter Haven.

As previously mentioned, FCM is currently in contract to acquire 77± acres of property within the 203± acre City owned property for the construction of a \$130 million facility in 2020-2021. This will create 160 new permanent jobs and 250+ constructions jobs. Upon completion, FCM will produce 1.6 billion recyclable aluminum cans annually for sale to other companies within Florida. Future expansion is anticipated to create an additional 250-350 new jobs and increase production to 6 billion cans annually.

This single project will immediately create an additional \$54 million in gross domestic product and \$25 million in disposable personal income annually. The economic impact of the \$130 million construction effort will create local economic stimulus in a matter of months. Planned expansion of this project will add over \$100 million to the gross domestic product and triple the annual disposable income generated to more than \$75 million - all this on just 77 acres of the available 1,100± acres. Based on the development opportunities ahead, we estimate that the economic impact of this roadway and fiber extension project, could result in 3-5 million square feet of new industrial and distribution development in the next 5 years alone. This would result in a rapidly strengthened and diversified Central Florida economy.

Thousands of industrial, warehousing, distribution and associated office jobs will be created. A partial list of NAICS codes for the identified industries includes:

- 23 - Construction
- 31-33 - Manufacturing
- 42 - Wholesale Trade
- 48-49 - Transportation & Warehousing
- 53 - Real Estate & Leasing
- 54 - Professional, Scientific, and Tech Services
- 55 - Management of Companies and Enterprises
- 73 - Accommodation & Food Services

Section 2. Additional Information

A. Please provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

Phase One of the proposed Logistics Parkway extension project, through the southern half of the City owned property, is fully designed and permitted. Construction bidding will occur upon receipt of award announcement and construction of the project can commence upon receipt of grant funds. Phases Two and Three of the Logistics Parkway extension project will be designed and permitted upon receipt of the grant fund award, with construction commencing upon final permit approval and construction bidding. It is anticipated that this would occur concurrent with the completion of construction of Phase One. It is estimated that each Phase of construction will take approximately 9 months to complete, if constructed separately. The construction timeline may be reduced if multiple phases are funded and constructed concurrently. To that end, the City of Winter Haven and/or Polk County own all necessary rights-of-way and/or adjacent property necessary to facilitate the entire project, and Phases Two and Three may be constructed concurrently. Please refer to Figure 4 for the roadway phasing plan.

The proposed fiber optic infrastructure expansion project is in preliminary design. It is anticipated that final design will be completed and construction will commence upon the receipt of a right-of-way use permit from Polk County and completion of construction bidding. It is anticipated that will may take 90 to 120 days from receipt of grant funds. It is anticipated that construction will take approximately 3 months to complete.

B. What permits are necessary for the public infrastructure project?

Phase one of the Logistics Parkway extension project has been completely designed and has been issued a Southwest Florida Water Management District permit. City of Winter Haven Construction plans have been submitted and approval is expected within 30 days, and prior to the receipt of grant funds.

Phases Two and Three of the Logistics Parkway extension project will require the following permits/approvals:

- City of Winter Haven Engineering Site Plan approval
- Southwest Florida Water Management District drainage permit
- Polk County Level 2 Site Plan approval
- National Pollutant Discharge Elimination System (NPDES) stormwater permit

The **fiber optic** expansion project will require the following permits/approvals:

- City of Winter Haven Construction Plan approval
- Polk County right-of-way use permit

C. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

All design has been completed for Phase One of the Logistics Parkway extension project. Additionally, the required Southwest Florida Water Management District permit has been obtained. Local jurisdiction construction plans have been submitted to the City of Winter Haven. Local permits will be prioritized, and approval is expected within 30 days, prior to the award of this requested grant. As stated previously, design

and permitting of Phases Two and Three of the Logistics Parkway extension project will commence upon receipt of the requested grant. The City of Winter Haven owns adequate land adjacent to Phases Two and Three of the Logistics Parkway extension project for the design and permitting of the roadway and associated stormwater management improvements. All necessary local permits will be prioritized.

Preliminary design of the proposed fiber optic infrastructure improvement project is complete. Final design and permitting will be completed upon receipt of the requested grant. All required permits for this project are local permits and will be prioritized. It is anticipated that all permits will be acquired within 60 days of the receipt of grant funds.

D. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

The proposed Logistics Parkway extension will initially traverse through City of Winter Haven owned land that has a future land use designation of Industrial and a Planned Unit Development (PUD) zoning designation. Both the future land use and zoning designations allow for light industrial uses such as manufacturing, warehousing, distribution, and associated uses. The roadway will connect to existing County rights-of-way for Pollard road, connecting two major employment hubs to the community workforce. The proposed roadway extension is critical to activate the permitted uses contemplated by the future land use and zoning designation. Workforce accessibility, improved transportation networks, and the separation of distribution trips from workforce trips substantially improve the function and marketability of the important job creating employment centers along Logistics Parkway and its proposed extension.

The proposed fiber optic extension will be installed within existing road rights-of-way and/or within easements already obtained by the City of Winter Haven. There are no future land use or zoning compatibility issues associated with the expansion of City owned fiber infrastructure. Fiber infrastructure is extremely important to attract high tech manufacturing, warehousing, and distribution employers as are permitted by the future land use and zoning designations of the City owned industrial property and adjacent Central Florida Intermodal Logistics Center.

E. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail timeline. No

All future land use and zoning entitlements have been completed for both the City owned property and the adjacent Central Florida Intermodal Logistics Center.

F. Is the project ready to commence upon grant fund approval and contract execution? YES

Phase One of the Logistics Parkway roadway extension design is complete with only local engineering site plan approval required. Those plans have been submitted for review and local permitting will be expedited. Upon receipt of the requested grant, design and permitting of Phases Two and Three will commence. It is anticipated that construction of the future phases would commence immediately upon completion of Phase One.

Upon receipt of grant funds, final design and permitting will commence for the fiber extension project. With only local permitting required, an expedited approval process is expected.

G. Does the project have a local match amount? YES (In-kind)

Phase One design and permitting of the Logistics Parkway expansion project has been completed by the project team associated with FCM, the advanced manufacturer of food grade aluminum cans who currently have 77± acres of the City owned industrial property under contract for purchase. FCM is anticipated to be the first user within the City owned property described in this application. The design and permitting was completed in-kind. Additionally, the City of Winter Haven will donate lands necessary to complete all three phases of the roadway expansion project including road rights-of-way and stormwater retentions/treatment areas. The value of these in-kind matches are approximately \$1,014,637 and are detailed in Section 3 of this application.

The fiber expansion project will be constructed within existing public road rights-of-way and easements previously obtained by the City of Winter Haven.

H. Provide any additional information or attachments to be considered for this proposal. Maps and other supporting documents are encouraged.

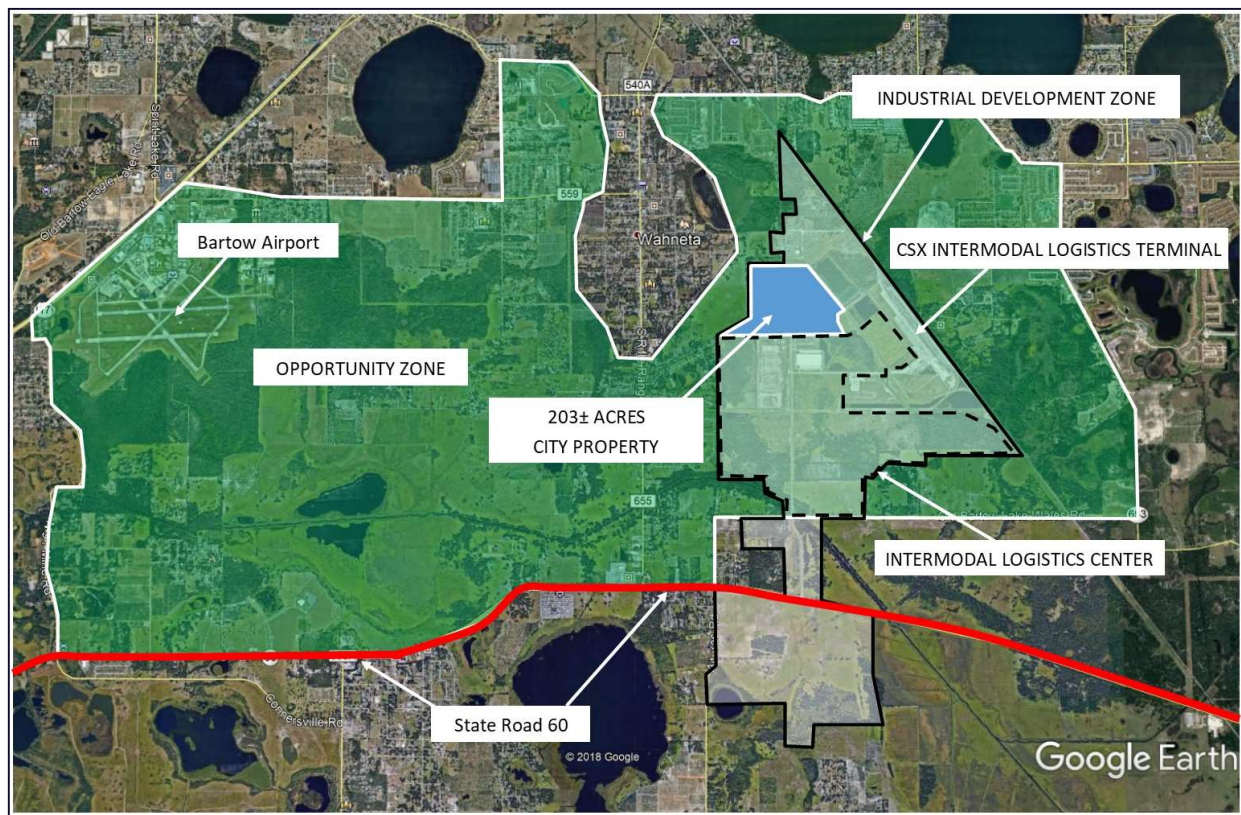


Figure 5 – General Location/Investment Map

Note: The proposed improvements associated with this grant application are located within a Federal Opportunity Zone (green area), within a locally designate Industrial Zone (grey area), will fully activate the City owned industrial property (blue area), and enhance the Central Florida Intermodal Logistic Center (dashed area).

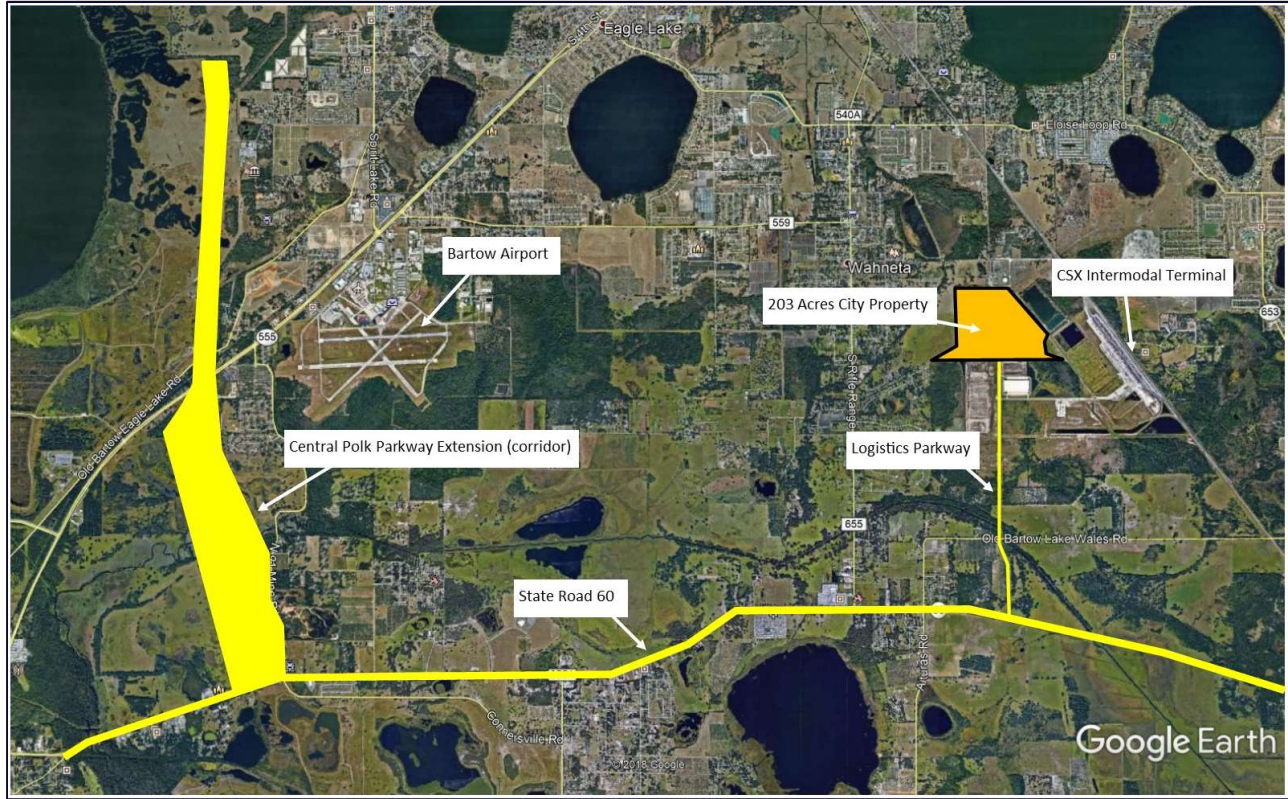


Figure 6 – Polk Parkway Extension

Note: The extension of the Central Polk Parkway Phase 1 to US 17 is funded by FDOT. Phase 2 corridor has been identified and is design. The extension of the Central Polk Parkway to State Road 60 will further enhance the local and regional transportation network in the area of this project, aligning Federal, State, and local plans for job creating development of the properties discussed in this application.

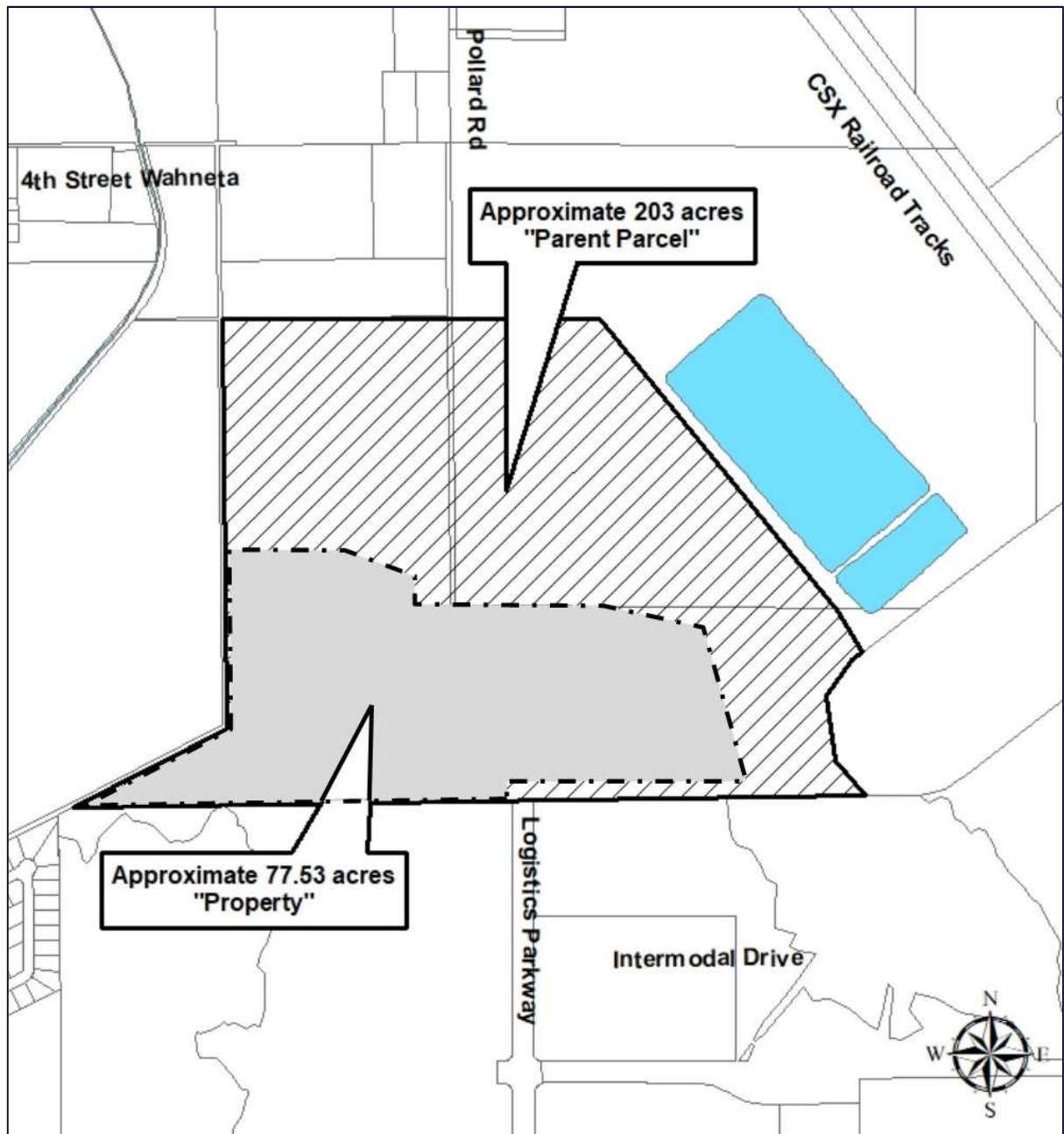


Figure 7 – FCM Property Subject to Purchase and Sale Agreement

Note: The approximate 77± acres identified above depict the area subject to a purchase and sale agreement with Florida Can Manufacturing (FCM), a high tech manufacturer of food grade aluminum cans, and the potential initial user within the properties discussed in this application. Phase 1 of the FCM development is expected to employ 160 full time employees with more than 500 full time employees at buildout. FCM has designed and permitted phase 1 of the Logistics Parkway extension as an in-kind donation in support of this application.

Letters of Support

DARREN SOTO
9TH DISTRICT, FLORIDA



Congress of the United States
House of Representatives
Washington, DC 20515

WASHINGTON OFFICE
1507 LONGWORTH HOB
WASHINGTON, DC 20515
(202) 225-9889

KISSIMMEE DISTRICT OFFICE
804 BRYAN STREET
KISSIMMEE, FL 34741
(407) 452-1171

May 26, 2020

Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

RE: c

Dear Mr. Lawson and Mr. Sowell:

I write to you today to urge your full and fair consideration of the Florida Job Growth Grant Fund application submitted by the city of Winter Haven for their Central Florida Intermodal Logistics Center (CFILC).

This grant would potentially fund \$10.3 million for the CFILC, extending Logistics Parkway and installing resilient fiber connectivity. The city informs me that this would create hundreds of jobs in the short term, spurring more than 10 million square feet of development at the CFILC and CSX terminal, leading to thousands more jobs in the long term.

This grant, using both state and federal funds, aligns several economic and transportation priorities of my district by removing truck traffic from our highway system, creating advanced manufacturing jobs, and capitalizing on the ideal location of the CFILC.

I am writing to express my support of this project and request your full and fair consideration of their application. Thank you both for your attention in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Darren Soto".

Darren Soto
Member of Congress



Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC), which will create hundreds of new jobs in the short term, kick start more than 10 million square feet of development, and result in thousands of additional jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two-lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

Currently, Florida Can Manufacturing is contemplating building a 300,000+ square foot advanced manufacturing facility that will initially employ more than 150 residents and its long-term plan includes expansion to more than 1,000,000 square feet and 500+ jobs. This is an important project that aligns several state economic and transportation priorities by removing truck traffic from our highway system, diversifying our economy, creating advanced manufacturing jobs, and capitalizing on the locational attributes of the Central Florida Intermodal Logistics Center, an integral part of Florida's Strategic Intermodal System.

I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,

A handwritten signature in black ink, reading "Angela M. Garcia Falconetti".

Dr. Angela M. Garcia Falconetti, CFRE
President, Polk State College

Polk State Office of the President

999 Avenue H, N.E.
Winter Haven, FL
33881-4299
o 863.297.1098

We are Polk.™

William D. Beasley
County Manager

Deputy County Managers:

Lea Ann Thomas

Joe N. Halman, Jr.

Ryan J. Taylor



Board of County Commissioners

330 West Church Street
PO Box 9005 • Drawer CA01
Bartow, Florida 33831-9005

PHONE: 863-534-6444

FAX: 863-534-7069

www.polk-county.net

May 26, 2020

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E. Madison Street
Tallahassee, FL 32399

Dear Mr. Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,

William D. Beasley
County Manager

cc: Mr. Jamal Sowell, President & CEO
Enterprise Florida Inc.

COMMISSIONERS: George Lindsey III • Rick Wilson, Vice Chairman • Bill Braswell, Chairman • Martha Santiago • John Hall



STRAUGHN & TURNER, P.A.

ATTORNEYS AND COUNSELORS AT LAW

RICHARD E. STRAUGHN
MARK G. TURNER
*DOUGLAS A. LOCKWOOD, III
MARK W. MANGEN

*BOARD CERTIFIED IN CIVIL TRIAL LAW

May 19, 2020

JACK STRAUGHN
(1925-2000)

Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc.
101 North Monroe Street, Ste. 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Dept. of Economic Opportunity
107 East Madison Street
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am a Winter Haven business and transactional attorney and the current Chairman of the Winter Haven Economic Development Council. I'm writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

Currently, Florida Can Manufacturing is contemplating building a 300,000+ square foot advanced manufacturing facility that will initially employ more than 150 residents and its long-term plan includes expansion to more than 1,000,000 square feet and 500+ jobs. This is an important project that aligns several state economic and transportation priorities by removing truck traffic from our highway system, diversifying our economy, creating advanced manufacturing jobs, and capitalizing on the locational attributes of the Central Florida Intermodal Logistics center, an integral part of Florida's Strategic Intermodal System.

I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come. Thank you for your time and consideration in this regard.

Sincerely,

STRAUGHN & TURNER, P.A.

MARK G. TURNER

f:\mark\whecondevcouncil\letter\sowell&larsen.01

255 MAGNOLIA AVENUE SW • WINTER HAVEN, FLORIDA 33880-2902 • TELEPHONE: (863) 293-1184 • FAX: (863) 293-3051
MAILING ADDRESS: POST OFFICE BOX 2295 • WINTER HAVEN, FLORIDA 33883-2295

Established in 1950
<http://www.straughnturner.com>



Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal (CFI) which will create hundreds of new jobs in the short term as well as help kick start more than 10 million square feet and hundreds of millions of dollars of investment in the project. This would ultimately create thousands of new long term jobs in the park in addition to all of the temporary construction jobs created for the development of the CFI and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, expand the employment base for the park and activate an additional 203± acres for development, and improve the overall marketability of the site for additional industrial investment as truck and employee traffic would be segregated making the trip to work safer for the employees of the park.

Currently, Florida Can Manufacturing is contemplating building a 300,000+ square foot advanced manufacturing facility that will initially employ more than 150 residents and its long-term plan includes expansion to more than 1,000,000 square feet and 500+ jobs. This is an important project that aligns several state economic and transportation priorities by shifting container movements off of the highway system by truck to rail, diversifying our economy, creating advanced manufacturing jobs, and capitalizing on the locational attributes of Central Florida Intermodal, an integral part of Florida's Strategic Intermodal System.

I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,

A handwritten signature in black ink that reads "Mike Fox".

Mike Fox
Central Florida Intermodal

May 19, 2020

Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,


Stephen A. Niernan
President, Winter Haven Hospital

CASSIDY HOLDINGS GROUP

May 22, 2020

Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,



Albert B. Cassidy

346 East Central Avenue, Winter Haven, FL 33880 • 863-324-3698



| Polk County's Economic
Development Partnership

May 26, 2020

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E. Madison Street
Tallahassee, FL 32399

Dear Mr. Lawson,

As you know, the Central Florida Development Council is Polk County's designated economic development organization responsible for promoting our community to encourage job growth and capital investment. We have many local partners who work tirelessly to create jobs in their communities and one such partner is the Winter Haven Economic Development Council and the City of Winter Haven.

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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Mr. Lawson, I encourage you and your DEO team to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come. Thank you for your consideration.

Sincerely,

A blue ink signature of Sean Malott, consisting of a stylized 'S' and 'M' followed by a horizontal line.

Sean Malott
President & CEO

Cc: Mr. Jamal Sowell, President & CEO
Enterprise Florida Inc.



Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read "N. Plott".

Nick Plott
Regional Manager
Tampa Electric/Peoples Gas
neplott@tecoenergy.com



Mr. Jamal Sowell
President and CEO
Enterprise Florida Inc
101 North Monroe Street, Ste 100
Tallahassee, FL 32301

Mr. Ken Lawson
Executive Director
Florida Department of Economic Opportunity
107 E Madison St
Tallahassee, FL 32399

Dear Messrs. Sowell and Lawson,

I am writing to ask for your support for the City of Winter Haven's application to the Florida Job Growth Grant Fund for up to \$10,373,121. These funds will be used to extend Logistics Parkway and install resilient fiber connectivity to the Central Florida Intermodal Logistics Center (CFILC) to create hundreds of new jobs in the short term, and to kick start more than 10 million square feet of development and thousands of new jobs at buildout of the CFILC and CSX Terminal. The CSX terminal now manages nearly 1,000 containers daily, substantially along a single, two lane road (Logistics Parkway), with access only to State Road 60. Extension of Logistics Parkway to the north, to connect to Pollard Road, will provide important employee access to this employment center, activate an additional 203± acres for development, and improve the overall marketability of the site for new industrial investment.

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I encourage you to approve this grant. This shovel-ready project will help central Florida recover from the current recession as soon as possible and create jobs in diversified industry sectors for generations to come.

Sincerely,

Bruce Lyon
President

401 Avenue B NW
Winter Haven, FL 33881

863.837.5280
bruce@whedc.com

Section 3

Below is a detailed breakdown of costs supporting the summary provided in Section 3 of the application, broken out by roadway phase. The summary includes local contribution in the form of engineering, design, and permitting for phase one and land cost for all phases. A private sector developer (FCM) is contributing the engineering, design, and permitting for Phase 1 of the roadway and the City of Winter Haven is contributing the land cost for all phases, making this request a true public/private partnership. Additionally, the fiber optic extension is estimated at a cost of \$400,000 and will connect existing City owned fiber located along US 27 to existing City owned fiber located just east of the project site identified in this application, filling a gap in service along Thompson Nursery Road. This will provide redundant, secure, and fast underground fiber service to the site.

LOGISTICS PARKWAY EXTENSION SUMMARY				
		<u>Local Contribution:</u>	<u>Grant Funding</u>	<u>Total Costs:</u>
Phase 1 Road Extension.....	(1)	\$683,830	\$3,262,999	\$3,946,829
Phase 2 Road Extension.....	(2)	\$179,607	\$2,192,814	\$2,372,422
Phase 3 Road Extension.....	(2)	\$151,200	\$4,517,308	\$4,668,508
Fiber Optic Extension.....		\$0	\$400,000	\$400,000
Totals:		\$1,014,637	\$10,373,121	\$11,387,759

(1) Local contribution indicated above in column one is equal to the soft costs
 (2) Local contribution indicated above in column one is equal to land acquisition costs

Figure 8 – Roadway Cost Summary

LOGISTICS PARKWAY EXTENSION PHASE 1
ESTIMATED ROAD IMPROVEMENT COST FOR 2-LANE ROAD URBAN SECTION
TOTAL ROAD LENGTH = 2,800 LF or 0.53 MILES 5/13/2020

<u>Pay Item</u>	<u>Description</u>	<u>Quantities</u>	<u>Unit</u>	<u>Average Weighted Price</u>	<u>Total Amount</u>
MISCELLANEOUS					
101-1	MOBILIZATION	1	LS	\$270,000	\$270,000
104-10-3	SEDIMENT BARRIER	5600	LF	\$1.70	\$9,520
104-15	SOIL TRACKING PREVENTION DEVICE	1	EA	\$2,500.00	\$2,500
110-1-1	CLEARING & GRUBBING	4	AC	\$11,000.00	\$42,424
120-1	REGULAR EXCAVATION	10267	CY	\$5.00	\$51,335
120-6	EMBANKMENT	46094	CY	\$8.00	\$368,752
MISCELLANEOUS TOTAL:					\$744,531
PAVING & DRAINAGE					
160-4	TYPE B STABILIZATION	8671	SY	\$3.80	\$32,949
285-709	OPTIONAL BASE, BASE GROUP 09	7467	SY	\$17.00	\$126,939
334-1-53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	1053	TN	\$105.00	\$110,565
337-7-80	ASPH CONC FC, TRAFFIC B, FC9.5, PG 76-22	597	TN	\$105.00	\$62,685
425-1-351	INLETS, CURB, TYPE P-5,	16	EA	\$5,200.00	\$83,200
425-1-541	INLETS, DT BOT, TYPE D,	2	EA	\$3,900.00	\$7,800
425-2-41	MANHOLES, P-7,	3	EA	\$7,200.00	\$21,600
430-173-124	PIPE CULV OPT MATL, ROUND, 24", GD	1220	LF	\$92.00	\$112,240
430-175-130	PIPE CULV, OPT MATL, ROUND, 30"/CD	111	LF	\$110.00	\$12,210
520-1-10	CONCRETE CURB & GUTTER, TYPE F	5600	LF	\$20.00	\$112,000
522-1	8' CONCRETE SIDEWALK (ONE SIDE) AND DRIVEWAYS, 4"	2489	SY	\$40.00	\$99,556
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	626	LF	\$17.00	\$10,642
550-60-234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	1	EA	\$1,800.00	\$1,800
570-1-2	PERFORMANCE TURF, SOD	9650	SY	\$2.80	\$27,020
PAVING & DRAINAGE TOTAL:					\$821,205
UTILITIES					
---	8" PVC FORCE MAIN	2800	LF	\$70.00	\$196,000
---	12" PVC WATER MAIN	2800	LF	\$105.00	\$294,000
---	12" PVC RECLAIMED MAIN	2800	LF	\$105.00	\$294,000
---	REMOVE 8" FORCE MAIN, DISPOSAL	1200	LF	\$44.00	\$52,800
---	REMOVE 12" RECLAIMED WATER, DISPOSAL	1200	LF	\$44.00	\$52,800
---	REMOVE 12" WATER MAIN, DISPOSAL	1200	LF	\$44.00	\$52,800
UTILITIES TOTAL:					\$942,400
SIGNING & MARKING					
700 THRU 711	SIGNING & MARKING	1	LS	\$17,888.18	\$17,888
SIGNING & MARKING TOTAL:					\$17,888
LIGHTING					
715 SERIES	LIGHTING & CONDUIT	1	LS	\$193,141.00	\$193,141
LIGHTING TOTAL:					\$193,141
CONSTRUCTION TOTALS:					
CONSTRUCTION SUBTOTAL:					\$2,719,166
CONTINGENCY (15%):					\$407,875
CONSTRUCTION ADMIN (5%):					\$135,958
CONSTRUCTION TOTALS:					\$3,262,999
SOFTCOST TOTALS:					
ENGINEERING & SURVEYING (10%):					\$326,300
GEOTECH & TESTING (5%):					\$163,150
LAND ACQUISITION:					\$194,380
SOFTCOST TOTALS:					\$683,830
CONSTRUCTION/INFLATION/SOFT COSTS TOTAL:					
TOTAL:					\$3,946,829
CURRENT ROAD COST PER MILE (LESS SOFTCOSTS, UTILITIES, & INFLATION):					
					\$4,375,987
FDOT 2019 ROAD COST PER MILE:					\$4,898,102

Source: Costs above obtained from FDOT cost per mile model dated July 2019.
CarterKaye is not a professional cost estimator and has no control over the costs of labor, materials, equipment nor the mechanisms for obtaining prices (competitive bidding or market conditions).
Therefore CarterKaye's opinion of costs are simply an approximation based on experience and an assortment of unverified sources. CarterKaye does not guarantee actual costs will not vary from our
opinion of costs. Any use of our opinion of costs is at no risk to CarterKaye. If there is a need for cost assurances, CarterKaye recommends the use of an independent expert cost estimator to obtain
a more accurate estimate of project costs.

Figure 9 – Roadway Phase 1 Detailed Costs

LOGISTICS PARKWAY EXTENSION PHASE 2
ESTIMATED ROAD IMPROVEMENT COST FOR 2-LANE ROAD URBAN SECTION

TOTAL ROAD LENGTH = 2,587 LF or 0.49 MILES 5/13/2020

<u>Pay Item</u>	<u>Description</u>	<u>Quantities</u>	<u>Unit</u>	<u>Average Weighted Price</u>	<u>Total Amount</u>
MISCELLANEOUS					
101-1	MOBILIZATION	1	LS	\$159,000	\$159,000
104-10-3	SEDIMENT BARRIER	5175	LF	\$1.70	\$8,798
104-15	SOIL TRACKING PREVENTION DEVICE	2	EA	\$2,500.00	\$5,000
110-1-1	CLEARING & GRUBBING	4	AC	\$11,000.00	\$39,200
120-1	REGULAR EXCAVATION	9487	CY	\$5.00	\$47,435
120-6	EMBANKMENT	42591	CY	\$8.00	\$340,728
MISCELLANEOUS TOTAL:					\$600,161

PAVING & DRAINAGE

160-4	TYPE B STABILIZATION	8012	SY	\$3.80	\$30,444
285-709	OPTIONAL BASE, BASE GROUP 09	6899	SY	\$17.00	\$117,287
334-1-53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	973	TN	\$105.00	\$102,139
337-7-80	ASPH CONC FC, TRAFFIC B, FC9.5, PG 76-22	552	TN	\$105.00	\$57,960
425-1-351	INLETS, CURB, TYPE P-5,	18	EA	\$5,200.00	\$93,600
425-1-541	INLETS, DT BOT, TYPE D,	1	EA	\$3,900.00	\$3,900
425-2-41	MANHOLES, P-7,	3	EA	\$7,200.00	\$21,600
430-173-124	PIPE CULV OPT MATL, ROUND, 24", GD	1127	LF	\$92.00	\$103,684
430-175-130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	102	LF	\$110.00	\$11,220
520-1-10	CONCRETE CURB & GUTTER, TYPE F	5175	LF	\$20.00	\$103,500
522-1	8' CONCRETE SIDEWALK (ONE SIDE) AND DRIVEWAYS, 4"	2798	SY	\$40.00	\$111,900
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	579	LF	\$17.00	\$9,843
550-60-234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	1	EA	\$1,800.00	\$1,800
570-1-2	PERFORMANCE TURF, SOD	8917	SY	\$2.80	\$24,968
PAVING & DRAINAGE TOTAL:					\$793,845

SIGNING & MARKING

700 THRU 711	SIGNING & MARKING	1	LS	\$16,528.68	\$16,529
SIGNING & MARKING TOTAL:					\$16,529

LIGHTING

715 SERIES	LIGHTING & CONDUIT	1	LS	\$178,462.00	\$178,462
LIGHTING TOTAL:					\$178,462

CONSTRUCTION TOTAL:

CONSTRUCTION SUBTOTAL:	\$1,588,996
CONTINGENCY (15%):	\$238,349
CONSTRUCTION ADMIN (5%):	\$79,450
CONSTRUCTION TOTAL:	\$1,906,795

SOFTCOST TOTAL:

ENGINEERING & SURVEYING (10%):	\$190,680
GEOTECH & TESTING (5%):	\$95,340
LAND ACQUISITION:	\$179,607
SOFTCOST TOTAL:	\$465,627

CONSTRUCTION & SOFTCOSTS TOTAL:

TOTAL:	\$2,372,422
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CURRENT ROAD COST PER MILE **\$3,891,419**
 (LESS SOFTCOSTS, UTILITIES, & INFLATION):
 FDOT 2019 ROAD COST PER MILE: **\$4,898,102**

Source: Costs above obtained from FDOT cost per mile model dated July 2019.
 CarterKaye is not a professional cost estimator and has no control over the costs of labor, materials, equipment or the mechanisms for obtaining prices (competitive bidding or market conditions); therefore CarterKaye's opinion of costs are simply an approximation based on experience and an assortment of unverified sources. CarterKaye does not guarantee actual costs will not vary from our opinion of costs. Any use of our opinion of costs is at no risk to CarterKaye. If there is a need for cost assurances, CarterKaye recommends the use of an independent expert cost estimator to obtain a more accurate estimate of project costs.

Figure 10 – Roadway Phase 2 Detailed Costs

**LOGISTICS PARKWAY EXTENSION PHASE 3
ESTIMATED ROAD IMPROVEMENT COST FOR 2-LANE ROAD URBAN SECTION**

TOTAL ROAD LENGTH = 4,805 LF or 0.91 MILES 5/13/2020

<u>Pay Item</u>	<u>Description</u>	<u>Quantities</u>	<u>Unit</u>	<u>Average Weighted Price</u>	<u>Total Amount</u>
MISCELLANEOUS					
102-1	MAINTENANCE OF TRAFFIC	1	LS	\$131,191	\$131,191
101-1	MOBILIZATION	1	LS	\$327,000	\$327,000
104-10-3	SEDIMENT BARRIER	9610	LF	\$1.70	\$16,337
104-15	SOIL TRACKING PREVENTION DEVICE	2	EA	\$2,500.00	\$5,000
110-1-1	CLEARING & GRUBBING	7	AC	\$11,000.00	\$72,800
120-1	REGULAR EXCAVATION	17618	CY	\$5.00	\$88,090
120-6	EMBANKMENT	79098	CY	\$8.00	\$632,784
MISCELLANEOUS TOTAL:					\$1,273,202

PAVING & DRAINAGE

160-4	TYPE B STABILIZATION	14879	SY	\$3.80	\$56,538
285-709	OPTIONAL BASE, BASE GROUP 09	12813	SY	\$17.00	\$217,821
334-1-53	SUPERPAVE ASPH CONC, TRAF C, PG76-22	1806	TN	\$105.00	\$189,630
337-7-80	ASPH CONC FC, TRAFIC B, FC9.5, PG 76-22	1025	TN	\$105.00	\$107,573
425-1-351	INLETS, CURB, TYPE P-5,	33	EA	\$5,200.00	\$171,600
425-1-541	INLETS, DT BOT, TYPE D,	1	EA	\$3,900.00	\$3,900
425-2-41	MANHOLES, P-7,	5	EA	\$7,200.00	\$36,000
430-173-124	PIPE CULV OPT MATL, ROUND, 24", GD	2093	LF	\$92.00	\$192,556
430-175-130	PIPE CULV, OPT MATL, ROUND, 30"S/CD	190	LF	\$110.00	\$20,900
520-1-10	CONCRETE CURB & GUTTER, TYPE F	9610	LF	\$20.00	\$192,200
522-1	8' CONCRETE SIDEWALK (ONE SIDE) AND DRIVEWAYS, 4"	4769	SY	\$40.00	\$190,748
550-10-220	FENCING, TYPE B, 5.1-6.0', STANDARD	1074	LF	\$17.00	\$18,258
550-60-234	FENCE GATE, TYP B, SLIDE/CANT, 18.1-20' OPEN	1	EA	\$1,800.00	\$1,800
570-1-2	PERFORMANCE TURF, SOD	16560	SY	\$2.80	\$46,368
---	PAVEMENT/BASE REMOVAL, HAUL	4805	LF	\$40.00	\$192,192
PAVING & DRAINAGE TOTAL:					\$1,638,084

SIGNING & MARKING

700 THRU 711	SIGNING & MARKING	1	LS	\$30,696.12	\$30,696
SIGNING & MARKING TOTAL:					\$30,696

LIGHTING

715 SERIES	LIGHTING & CONDUIT	1	LS	\$331,429.00	\$331,429
LIGHTING TOTAL:					\$331,429

CONSTRUCTION TOTAL:	
CONSTRUCTION SUBTOTAL:	\$3,273,412
CONTINGENCY (15%):	\$491,012
CONSTRUCTION ADMIN (5%):	\$163,671
CONSTRUCTION TOTAL:	\$3,928,094

SOFTCOST TOTAL:	
ENGINEERING & SURVEYING (10%):	\$392,809
GEOTECH & TESTING (5%):	\$196,405
LAND ACQUISITION:	\$151,200
SOFTCOST TOTAL:	\$740,414

CONSTRUCTION & SOFTCOSTS TOTAL:	
TOTAL:	\$4,668,508

CURRENT ROAD COST PER MILE \$4,316,587
(LESS SOFTCOSTS, UTILITIES, & INFLATION):
FDOT 2019 ROAD COST PER MILE: \$4,898,102

Source: Costs above obtained from FDOT cost per mile model dated July 2019
CarterKaye is not a professional cost estimator and has no control over the costs of labor, materials, equipment nor the mechanisms for obtaining prices (competitive bidding or market conditions); therefore CarterKaye's opinion of costs are simply an approximation based on experience and an assortment of unverified sources. CarterKaye does not guarantee actual costs will not vary from our opinion of costs. Any use of our opinion of costs is at no risk to CarterKaye. If there is a need for cost assurances, CarterKaye recommends the use of an independent expert cost estimator to obtain a more accurate estimate of project costs.

Figure 11 – Roadway Phase 3 Detailed Costs

Section 4. Approvals and Authority

- I. If the government entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?**

The City Commission of the City of Winter Haven will be required to approve the awarded grant. The City Commission is a five member board who will approve the acceptance of the awarded grant and authorize appropriate staff execute any and all necessary documents, contracts or agreements.

- J. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the government entity and the Florida Department of Economic Opportunity:**

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.

The City Commission of the City of Winter Haven meets twice per month, on the second and forth Monday of each month.

- ii. State whether entity is willing and able to hold special meeting, and if so, upon how many days' notice.

The City Commission has the ability to call a Special Meeting at any time, with six hours public notice, to accommodate extremely time sensitive matters.

- K. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.**

A copy of Resolution 20-34 approving this Grant Application and authorizing the City Manager to execute this grant application is included on the following pages.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

Resolution 20-34

RESOLUTION NO. R-20-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING THAT CERTAIN 2019-2020 FLORIDA JOB GROWTH GRANT FUND PUBLIC INFRASTRUCTURE GRANT PROPOSAL/APPLICATION BETWEEN THE CITY OF WINTER HAVEN AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) FOR FUNDING FOR THE EXTENSION OF LOGISTICS PARKWAY AND FIBER TO INDUSTRIAL PROPERTY WITHIN THE CITY AND AUTHORIZING THE CITY MANAGER AND APPROPRIATE CITY OFFICIALS TO EXECUTE AND TO TAKE ALL OTHER NECESSARY ACTIONS REGARDING SAID GRANT APPLICATION; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, it is in the best interests of the residents and citizens of the City of Winter Haven for the City to enter into a Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the Florida Department of Economic Opportunity (DEO) for the extension of Logistics Parkway and fiber to property in the vicinity of the City's WWTP#3 and the Integrated Logistics Center within the City of Winter Haven, Florida in the form attached hereto as Exhibit "A" and incorporated herein by reference.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.
2. That the Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO for the extension of Logistics Parkway and fiber to the property more specifically identified and described in the application, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved.
3. That the City Manager, Mike Herr, or his designee, and all other appropriate City officials are authorized to execute on behalf of the City of Winter Haven, the Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO for the purposes set forth hereinabove and any necessary amendments and to take all other necessary actions relating to the referenced Florida Job Growth Grant Fund Public Infrastructure Grant Proposal/Application with the DEO and the related public infrastructure as described in the Application.
4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and

effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.
6. This Resolution shall take effect immediately upon its passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 8th day of June, 2020.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
MAYOR - COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: May 22, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Economic Development and Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: **Resolution R-20-35:** Request by Country Walk at Lake Hartridge, LLC, for final plat approval of Jace Landing subdivision plat generally located at the northeast corner of 21st Street, NW and Pearce Road.

BACKGROUND:

The applicant, Country Walk at Lake Hartridge, LLC, is requesting final plat approval for Jace Landing. The 19.2-acre subdivision is located at the northeast corner of 21st Street, NW and Pearce Road. The subdivision contains 71 lots and 2 common lots consisting of retention areas and recreation areas. Jace Landing was developed according to the requirements contained in Planned Unit Development (PUD) zoning Ordinance O-19-10. All lots meet the minimum requirements established by this ordinance. As part of the plat, the applicant is dedicating to the City, 27 feet of additional right-of-way along the subdivision's frontage with 21st Street, NW. To protect the airspace around the Winter Haven Regional Airport, the developer has executed a Conveyance and Release Agreement. This recorded document is identified on the plat.

As this plat will re-plat a portion of the Revised Map of Lake View Subdivision, a plat vacation following the requirements contained in Chapter 177.101 of Florida Statutes is necessary. The applicant has performed the advertising required for this action.

CONSISTENCY WITH FUTURE LAND USE AND ZONING:

The proposed subdivision is consistent with the Residential-Low Density Future Land Use on the property and with Planned Unit Development Ordinance O-19-10.

UTILITIES:

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 2. There is adequate capacity in these systems to serve this subdivision. In accordance with PUD Ordinance O-19-10, the developer paid a fee of \$104,813.75 in lieu of installing an internal reuse distribution system. This fee will be used to further develop of the City's reclaimed water system.

FINANCIAL IMPACT:

Using an estimated value of \$175,000 per lot upon development, this project will have an estimated taxable value of \$8,875,000 ($\$175,000 \times 71$), and will generate approximately \$60,300 per year in City ad valorem revenues at the current millage rate of 6.79. Additional revenue will be received through the provision of City services and taxes on utilities.

SUMMARY:

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

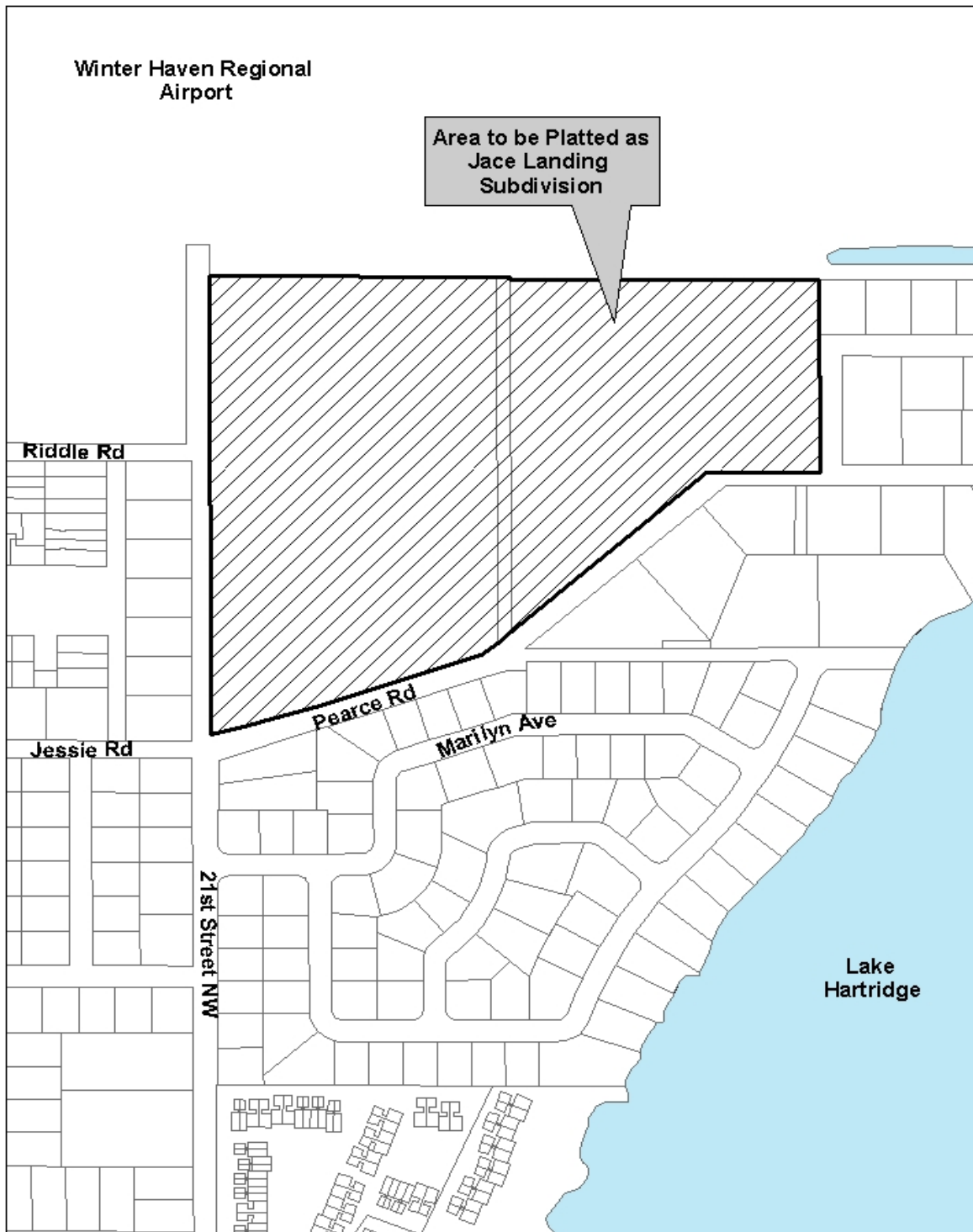
RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-20-35.

ATTACHMENTS:

Location Map
Resolution R-20-35

Location Map



A blank coordinate plane with x and y axes. The x-axis is horizontal and the y-axis is vertical, intersecting at the origin. There are no tick marks or labels on the axes.

RESOLUTION R-20-35

A RESOLUTION VACATING LOTS 3 THROUGH 5, BLOCK C AND LOTS 3 THROUGH 5, BLOCK D OF THE PLAT KNOWN AS "REVISED MAP OF LAKE VIEW" AS RECORDED IN PLAT BOOK 3, PAGE 80 ALL LYING IN WINTER HAVEN, POLK COUNTY, FLORIDA; AND APPROVING THAT CERTAIN PLAT ENTITLED "JACE LANDING" FOR FILING AND ACCEPTANCE OF DEDICATIONS IN FAVOR OF THE CITY OF WINTER HAVEN, FLORIDA IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND CHAPTER 21 OF THE CITY OF WINTER HAVEN CODE OF ORDINANCES WITH SPECIFIC CONDITIONS, ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located at the northeast corner of 21st Street, NW and Pearce Road.)

WHEREAS, Country Walk at Lake Hartridge, LLC, the owner of the below described lands has submitted that certain plat entitled “Jace Landing” for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances;

WHEREAS, in connection with the submission of that certain Plat entitled “Jace Landing” Country Walk at Lake Hartridge, LLC, the owner of the below described lands has also petitioned for the vacation, closing, and abandonment of Lots 3 through 5, Block C and Lots 3 through 5, Block D of “Revised Map of Lake View” as recorded in Plat Book 3, Page 80 of the Public Records of Polk County, Florida, lying in Winter Haven, Florida; and

WHEREAS, Country Walk of Winter Haven, LLC, has complied with all requirements set forth in §177.101 of the Florida Statutes and §21-397 of the Winter Haven Code of Ordinances regarding the vacation, closing, and abandonment of those portions of the Plat of “Revised Map of Lake View” contained within the Plat of “Jace Landing” being accepted herein;

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

1. That, Lots 3 through 5, Block C and Lots 3 through 5, Block D lying in a portion of Section 7, Township 28 South, Range 26 East, of the plat known as "Revised Map of Lake View" as recorded in Plat Book 3, Page 80 lying in Winter Haven, Polk County, Florida, as described by Exhibit "A" attached hereto and made a

part hereof, is hereby vacated, closed, and abandoned, returning the subject property into acreage.

2. That certain plat entitled "Jace Landing" and showing the following described property, to wit: See Exhibits "B" and "C" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 8th day of June, 2020. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes.

3. The adoption of this Resolution is not intended to be an affirmative acceptance of any drainage systems notated on the Plat being accepted herein and/or that may exist and/or be constructed within the lands contained within the Plat being approved herein. Accordingly the City of Winter Haven is not accepting ownership and/or responsibility for any such drainage systems which shall remain the responsibility of the homeowners' association or underlying fee simple owners.

4. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 8th day of June, 2020.

CITY OF WINTER HAVEN

Mayor-Commissioner

ATTEST:

CITY CLERK

Approved as to form:

City Attorney

Exhibit A

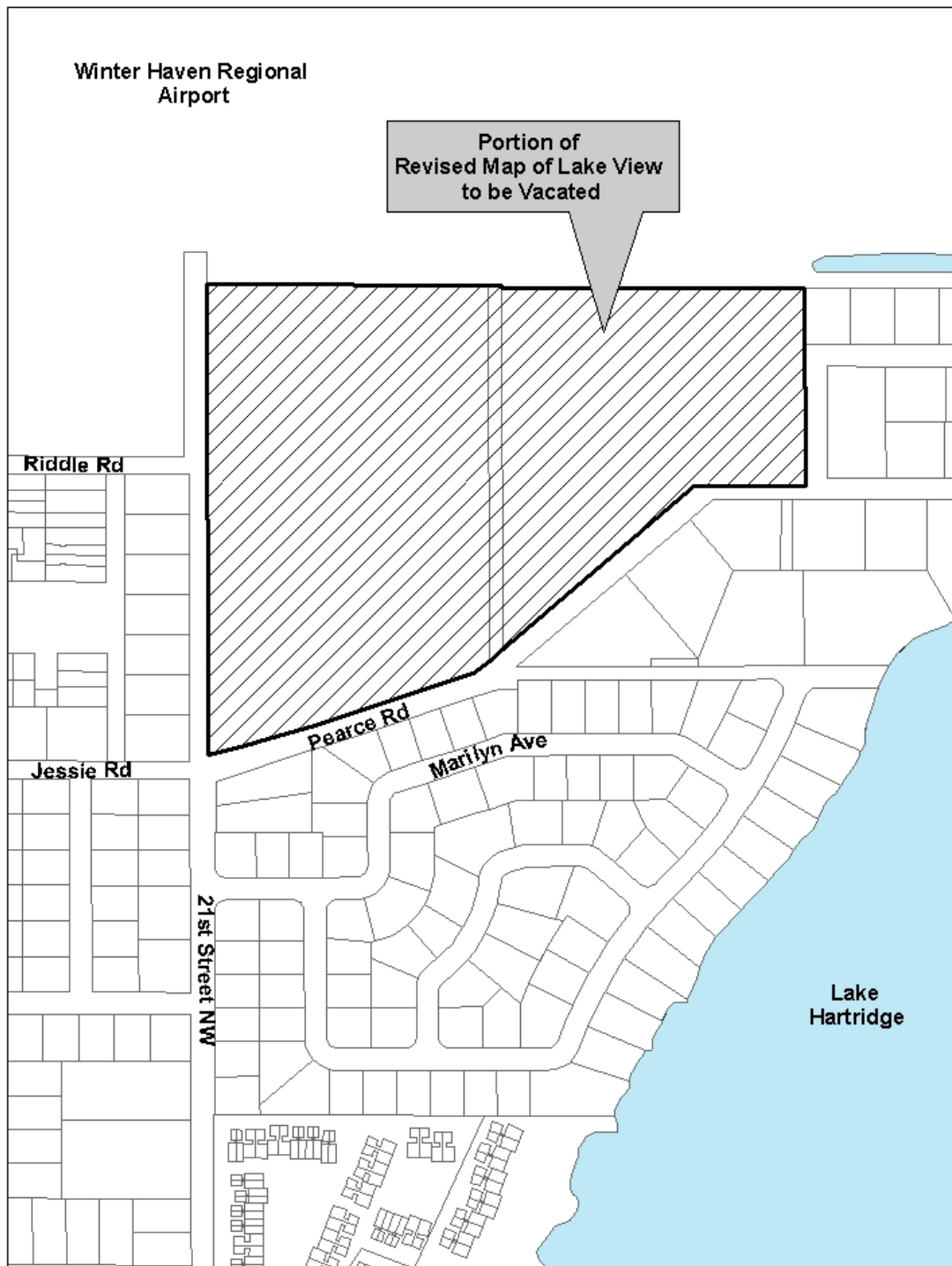
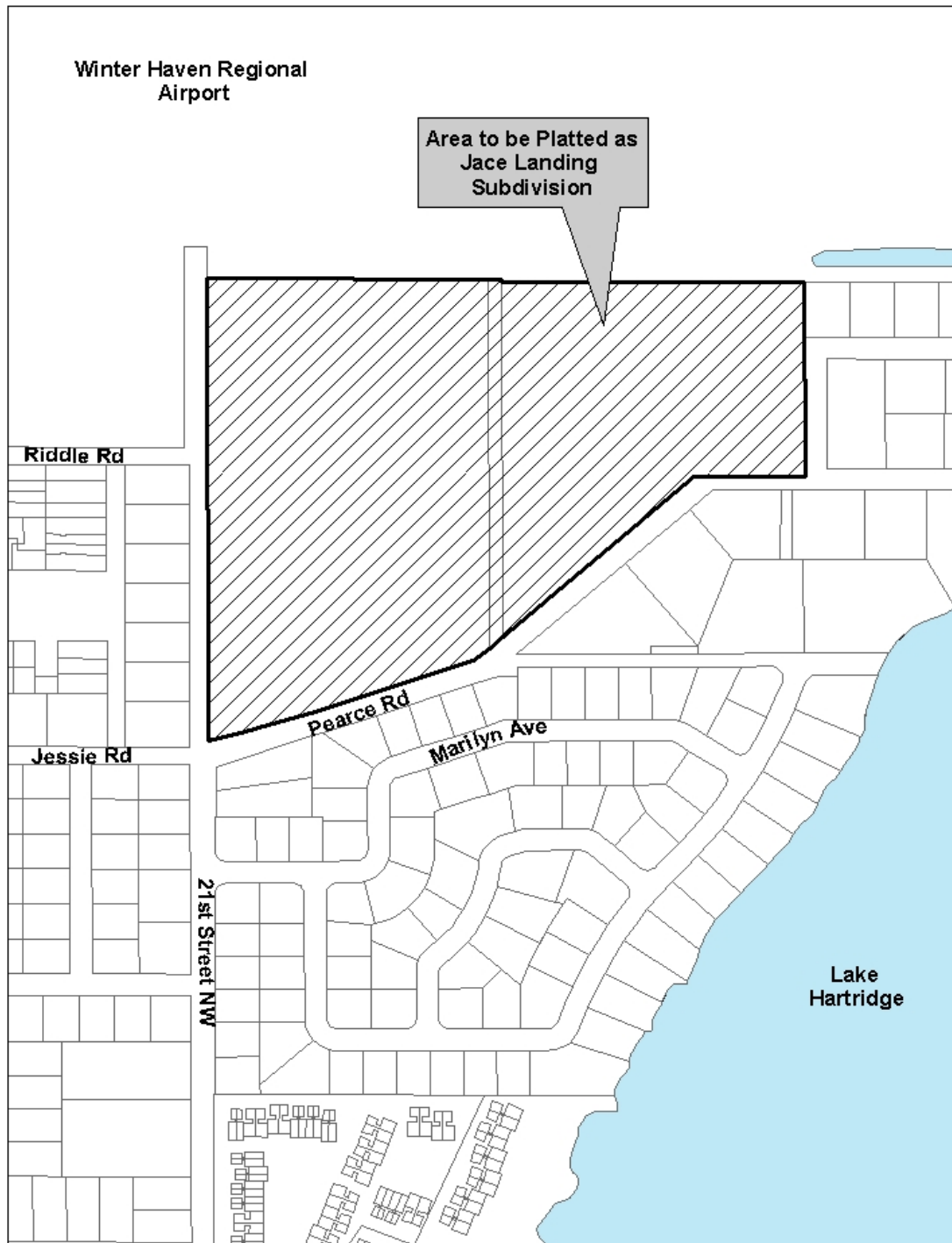


Exhibit B



220



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: April 20, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Charles E. Bird, Public Safety Director
David Brannan, Deputy Chief of Police
Jose Sanchez, Support Services Captain

FROM: Tanya Ayers, Code Compliance Supervisor

SUBJECT: Public Hearing to Provide for Collection of Code Compliance Non-Ad Valorem Special Assessments (NAVA)

BACKGROUND:

City of Winter Haven Ordinances O-98-56 and O-10-15 authorize the City's Code Compliance Division to notify property owners of certain nuisance conditions existing on their property and to provide them with reasonable time for correction. Such conditions generally apply to vacant, abandoned, or neglected property and include overgrowth, junk, debris, and dangerous structures. Upon failure, neglect, or refusal of the owner to correct such conditions, the Code Compliance Division is authorized to abate the nuisance in order to serve and protect the health, safety and general welfare of the community.

The City Commission adopted Resolution R-12-27 in 2012 which implemented the Uniform Method of Collecting Non-Ad Valorem Assessments authorizing the City Commission to collect special assessment liens through property tax bills. The City has entered into inter-local agreements with the Polk County Property Appraiser and the Polk County Tax Collector to have unpaid special assessments included on the annual tax bill sent out by November 1 of each year.

As a prerequisite to applying assessments to the annual tax bill, a public hearing before the City Commission is required to allow affected property owners an opportunity to present testimony or file written objections. This testimony or evidence shall be regarding the specific costs of all necessary corrective actions undertaken by the City's Code Compliance Division in order to bring the nuisance conditions into compliance. Notice of this hearing was published in the newspaper and mailed to the affected property owners at their address as listed on the tax roll.

FINANCIAL IMPACT:

The Property Appraiser shall be compensated by the City for the administrative costs of 1% of the amount levied on the TRIM Notice. The estimated administrative costs are \$336. Said costs will be charged to Code Compliance account 001-02-217-3403.

The Tax Collector shall be compensated by the City for the administrative costs incurred in carrying out the duties required under the Agreement at the rate of actual collection costs incurred by the Tax Collector. The estimated collection fees are \$673. Said fees will be charged to Code Compliance account 001-02-217-5130.

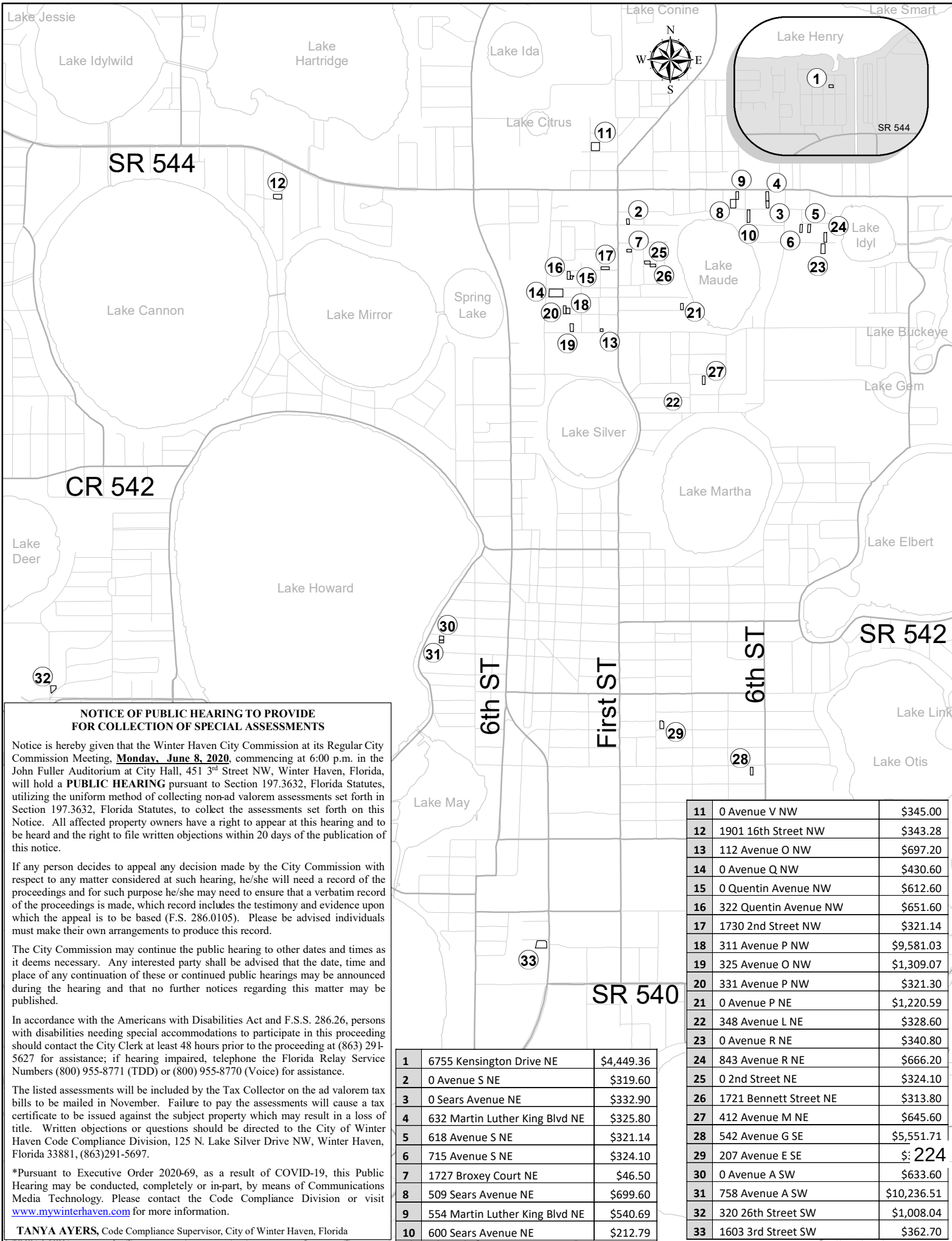
RECOMMENDATION:

After hearing testimony and receiving evidence and any other information the City Commission deems necessary, Staff recommends the City Commission perfect all unpaid charges for corrective actions as special assessments, a precursor to later imposing unpaid special assessments as Non-Ad Valorem Special Assessments on the affected property owners' tax bills.

A separate Resolution will be presented to the City Commission at a regular meeting on or before September 15, 2020 for the City Commission to approve and transmit the Non-Ad Valorem Assessment Roll for Collection Utilizing the Uniform Method of Collection under Section 197.3632 of the Florida Statutes to the Tax Collector.

ATTACHMENTS:

Publication Notice
Hearing Notice
TRIM Notice



**NOTICE OF PUBLIC HEARING TO PROVIDE
FOR COLLECTION OF SPECIAL ASSESSMENTS**

Notice is hereby given that the Winter Haven City Commission at its Regular City Commission Meeting, **Monday, June 8, 2020**, commencing at 6:00 p.m. in the John Fuller Auditorium at City Hall, 451 3rd Street NW, Winter Haven, Florida, will hold a **PUBLIC HEARING** pursuant to Section 197.3632, Florida Statutes, utilizing the uniform method of collecting non-ad valorem assessments set forth in Section 197.3632, Florida Statutes, to collect the assessments set forth on this Notice. All affected property owners have a right to appear at this hearing and to be heard and the right to file written objections within 20 days of the publication of this notice.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). Please be advised individuals must make their own arrangements to produce this record.

The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the date, time and place of any continuation of these or continued public hearings may be announced during the hearing and that no further notices regarding this matter may be published.

In accordance with the Americans with Disabilities Act and F.S.S. 286.26, persons with disabilities needing special accommodations to participate in this proceeding should contact the City Clerk at least 48 hours prior to the proceeding at (863) 291-5627 for assistance; if hearing impaired, telephone the Florida Relay Service Numbers (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

The listed assessments will be included by the Tax Collector on the ad valorem tax bills to be mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the subject property which may result in a loss of title. Written objections or questions should be directed to the City of Winter Haven Code Compliance Division, 125 N. Lake Silver Drive NW, Winter Haven, Florida 33881, (863)291-5697.

*Pursuant to Executive Order 2020-69, as a result of COVID-19, this Public Hearing may be conducted, completely or in-part, by means of Communications Media Technology. Please contact the Code Compliance Division or visit www.mywinterhaven.com for more information.

TANYA AYERS, Code Compliance Supervisor, City of Winter Haven, Florida

1	6755 Kensington Drive NE	\$4,449.36
2	0 Avenue S NE	\$319.60
3	0 Sears Avenue NE	\$332.90
4	632 Martin Luther King Blvd NE	\$325.80
5	618 Avenue S NE	\$321.14
6	715 Avenue S NE	\$324.10
7	1727 Broxey Court NE	\$46.50
8	509 Sears Avenue NE	\$699.60
9	554 Martin Luther King Blvd NE	\$540.69
10	600 Sears Avenue NE	\$212.79

11	0 Avenue V NW	\$345.00
12	1901 16th Street NW	\$343.28
13	112 Avenue O NW	\$697.20
14	0 Avenue Q NW	\$430.60
15	0 Quentin Avenue NW	\$612.60
16	322 Quentin Avenue NW	\$651.60
17	1730 2nd Street NW	\$321.14
18	311 Avenue P NW	\$9,581.03
19	325 Avenue O NW	\$1,309.07
20	331 Avenue P NW	\$321.30
21	0 Avenue P NE	\$1,220.59
22	348 Avenue L NE	\$328.60
23	0 Avenue R NE	\$340.80
24	843 Avenue R NE	\$666.20
25	0 2nd Street NE	\$324.10
26	1721 Bennett Street NE	\$313.80
27	412 Avenue M NE	\$645.60
28	542 Avenue G SE	\$5,551.71
29	207 Avenue E SE	\$324.10
30	0 Avenue A SW	\$633.60
31	758 Avenue A SW	\$10,236.51
32	320 26th Street SW	\$1,008.04
33	1603 3rd Street SW	\$362.70



**NOTICE OF PUBLIC HEARING
TO PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS**

April 20, 2020

Case No.	Property Owner	Property Address	Due Date	Amount Due
18-1534	WARDER WAYNE E208 MARVELINE DR LAKELAND FL 33815-3447	262801521020000660 6755 Kensington Drive NE	08/31/2020	\$4449.36

Please take notice that the Winter Haven City Commission at its Regular City Commission Meeting, **Monday, June 8, 2020**, commencing at 6:00 p.m. in the John Fuller Auditorium at City Hall, 451 3rd Street NW, Winter Haven, Florida, will hold a public hearing pursuant to Section 197.3632, Florida Statutes, utilizing the uniform method of collecting unpaid special assessments which have been levied against your property. The uniform method of collection allows special assessments to be included on the ad valorem tax bills that will be mailed to taxpayers in November by the Polk County Tax Collector. The following information is being provided to you pursuant to Section 197.3632, Florida Statutes.

Purpose of the assessment: Demolition

Total amount to be levied against each parcel: \$4449.36

Unit of measurement to be applied against each parcel: \$4449.36

Number of units contained within each parcel: 1

Total revenue the City of Winter Haven will collect by the assessment: \$4449.36

If included on the tax bill, failure to pay the assessment will cause a tax certificate to be issued against your property, which may result in a loss of title. All affected property owners have a right to appear at the hearing and to file written objections within 20 days of this notice. Anyone deciding to appeal a decision made by the City Commission at this hearing will need a record of the proceedings and, for purposes of that appeal, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence given.

Pursuant to Florida law, if you did not own the property at the time these charges were incurred, you are nonetheless responsible for payment of the charges that were not paid at the time you purchased the property. Please also be aware that there may be additional special assessments against your property beyond those listed above. For additional information relating to code liens and open cases against your property, please contact the City of Winter Haven Code Compliance Division at (863) 291-5697, or code@mywinterhaven.com.

*Pursuant to Executive Order 2020-69, as a result of COVID-19, this Public Hearing may be conducted, completely or in-part, by means of Communications Media Technology. Please contact the Code Compliance Division or visit www.mywinterhaven.com for more information.

If you have any questions regarding this notice, please contact the City of Winter Haven Code Compliance Division at (863) 291-5697.

Tanya Ayers,
Code Compliance Supervisor
City of Winter Haven

**Make checks payable to:* CITY OF WINTER HAVEN

PAYMENT BY MAIL:

City of Winter Haven
Code Compliance Division
PO Box 2277
Winter Haven, FL 33883

PAY IN PERSON:

City of Winter Haven
Code Compliance Division
125 N. Lake Silver Drive
Winter Haven, FL 33881

PAYMENT BY PHONE:

(863) 291-5697

**City of Winter Haven
NAVA TRIM DATA 2020**

CASE NO.	APPARENT OWNER & MAILING ADDRESS	SITE ADDRESS	PARCEL ID	PURPOSE OF ASSESSMENT	TOTAL ASSESSMENT
18-1534	WARDER WAYNE E208 MARVELINE DR LAKELAND FL 33815-3447	6755 Kensington Drive NE	262801521020000660	Demolition	4,449.36
19-1125	IV PROPERTIES LLC 1852 1ST ST N WINTER HAVEN FL 33881-2126	0 Avenue S NE	262816539500001040	Lot Cut	319.60
19-835	GAFFNEY FRED JR BELL LILA MAE JOHNSON BEATRICE 553 MARTIN LUTHER KING BLVD NE WINTER HAVEN FL 33881-2549	0 Sears Avenue NE	262816540500002130	Lot Cut	332.90
19-505	BLES PARTNERS LLC 2295 S HIAWASSEE RD STE 211 ORLANDO FL 32835-8748	632 Martin Luther King Blvd NE	262816540500002020	Lot Cut	325.80
18-815	BIRDSONG CHILDRENS CHARITY LAND TRUST 618 2885 SANFORD AVE SW STE 29859 GRANDVILLE MI 49418-1342	618 Avenue S NE	262816540500008040	Lot Cut	321.14
19-500	GONZALEZ HUMBERTO JR ESTATE OF GONZALEZ CARIDAD 207 ROCK GARDEN PL TAMPA FL 33609-2824	715 Avenue S NE	262816540500008010	Lot Cut	324.10
19-818	WELCH MONTE TRUSTEE PO BOX 592 WINTER HAVEN FL 33882-0592	1727 Broxey Court NE	262816541500000030	Lot Cut	46.50
19-507	PETERS FREDERICK SPENCER 3203 BIG VALLEY DR LAKELAND FL 33812-4398	509 Sears Avenue NE	262816542000000140	Lot Cut	349.80
19-1402	PETERS FREDERICK SPENCER 3203 BIG VALLEY DR LAKELAND FL 33812-4398	509 Sears Avenue NE	262816542000000140	Lot Cut	349.80
19-300	BEAUCHAMP ELIAS 1326 SUNSET AVE LAKELAND FL 33801-6545	554 Martin Luther King Blvd NE	262816542000000090	Lot Cut	319.80
20-0044	BEAUCHAMP ELIAS 1326 SUNSET AVE LAKELAND FL 33801-6545	554 Martin Luther King Blvd NE	262816542000000090	Lot Cut	220.89

**City of Winter Haven
NAVA TRIM DATA 2020**

CASE NO.	APPARENT OWNER & MAILING ADDRESS	SITE ADDRESS	PARCEL ID	PURPOSE OF ASSESSMENT	TOTAL ASSESSMENT
19-1270	ROBERTS ERNEST MCCALL JOSEPH F MCCALL THOMAS JR NORTH CHRISTINE RICHARDSON JAMES RICHARDSON HERBERT 8904 BLUE RIDGE DR TAMPA FL 33619-4965	600 Sears Avenue NE	262816542000000300	Lot Cut	261.79
19-774	S REALTY LLC 53 PALM CIRCLE DR LAKE ALFRED FL 33850-2336	0 Avenue V NW	262817547500017070	Lot Cut	345.00
19-336	MCCALL JOSEPH F MCCALL THOMAS JR NORTH CHRISTINE RICHARDSON JAMES ROBERTS ERNEST RICHARDSON HERBERT RICHARDSON THEODIS 8904 BLUE RIDGE DR TAMPA FL 33619-4965	112 Avenue O NW	262820000000011200	Lot Cut	348.60
19-1304	MCCALL JOSEPH F MCCALL THOMAS JR NORTH CHRISTINE RICHARDSON JAMES ROBERTS ERNEST RICHARDSON HERBERT RICHARDSON THEODIS 8904 BLUE RIDGE DR TAMPA FL 33619-4965	112 Avenue O NW	262820000000011200	Lot Cut	348.60
19-939	BK PROPERTIES 1 LLC 393 E CENTRAL AVE WINTER HAVEN FL 33880-3047	0 Avenue Q NW	262820559500004010	Lot Cut	430.60
19-450	CRUM W L PO BOX 3722 WINTER HAVEN FL 33885-3722	0 Quentin Avenue NW	262820559500007040	Lot Cut	306.30
19-950	CRUM W L PO BOX 3722 WINTER HAVEN FL 33885-3722	0 Quentin Avenue NW	262820559500007040	Lot Cut	306.30
19-451	HARRIS GERTRUDE L PO BOX 3215 WINTER HAVEN FL 33885-3215	322 Quentin Avenue NW	262820559500007050	Lot Cut	325.80
19-943	HARRIS GERTRUDE L PO BOX 3215 WINTER HAVEN FL 33885-3215	322 Quentin Avenue NW	262820559500007050	Lot Cut	325.80

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**City of Winter Haven
NAVA TRIM DATA 2020**

CASE NO.	APPARENT OWNER & MAILING ADDRESS	SITE ADDRESS	PARCEL ID	PURPOSE OF ASSESSMENT	TOTAL ASSESSMENT
18-896	MUNSON MICHAEL MUNSON LATOYA JONES HELENA 4320 BRAEMAR AVE LAKELAND FL 33813-1607	1730 2nd Street NW	262820559500016030	Lot Cut	321.14
19-26	BENITEZ BENJAMIN COLON HC 1 BOX 6393 AIBONITO PR 00705-9733	325 Avenue O NW	262820560000000113	Lot Cut	327.17
19-542	BENITEZ BENJAMIN COLON HC 1 BOX 6393 AIBONITO PR 00705-9733	325 Avenue O NW	262820560000000113	Lot Cut	327.30
19-777	BENITEZ BENJAMIN COLON HC 1 BOX 6393 AIBONITO PR 00705-9733	325 Avenue O NW	262820560000000113	Lot Cut	327.30
19-1308	BENITEZ BENJAMIN COLON HC 1 BOX 6393 AIBONITO PR 00705-9733	325 Avenue O NW	262820560000000113	Lot Cut	327.30
19-274	MOYA ENTERPRISES LLC 5349 SW 131ST TER MIRAMAR FL 33027-5419	0 Avenue P NE	262821572500004073	Lot Cut	678.60
19-1409	MOYA ENTERPRISES LLC 5349 SW 131ST TER MIRAMAR FL 33027-5419	0 Avenue P NE	262821572500004073	Lot Cut	322.60
20-0077	MOYA ENTERPRISES LLC 5349 SW 131ST TER MIRAMAR FL 33027-5419	0 Avenue P NE	262821572500004073	Lot Cut	219.39
19-887	JACQUES JOSEPH D 348 AVENUE L NE WINTER HAVEN FL 33881-2402	348 Avenue L NE	262821574000000400	Lot Cut	328.60
19-1226	GRIFFIN FRANCES L 190 ZOIE CT FAYETTEVILLE GA 30215-6698	0 Avenue R NE	262821578000000320	Lot Cut	340.80
19-472	KURMAT LLC 515 N FLAGLER DR STE P300 WEST PALM BEACH FL 33401-4326	843 Avenue R NE	262821578000000150	Lot Cut	333.10
19-1291	KURMAT LLC 515 N FLAGLER DR STE P300 WEST PALM BEACH FL 33401-4326	843 Avenue R NE	262821578000000150	Lot Cut	333.10
19-770	HERRERA JOHN H 8870 N HIMES AVE TAMPA FL 33614-1627	1721 Bennett Street NE	262821581500004020	Lot Cut	313.80

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**City of Winter Haven
NAVA TRIM DATA 2020**

CASE NO.	APPARENT OWNER & MAILING ADDRESS	SITE ADDRESS	PARCEL ID	PURPOSE OF ASSESSMENT	TOTAL ASSESSMENT
19-426	5T WEALTH PARTNERS LP PO BOX 830539 BIRMINGHAM AL 35283-0539	412 Avenue M NE	262821584100011170	Lot Cut	322.80
19-998	5T WEALTH PARTNERS LP PO BOX 830539 BIRMINGHAM AL 35283-0539	412 Avenue M NE	262821584100011170	Lot Cut	322.80
18-575	PEREVALOV SERGEY 17810 SUPERIOR ST APT 120 NORTHRIDGE CA 91325-4697	542 Avenue G SE	262828611000000020	Demolition	5,231.91
19-831	PEREVALOV SERGEY 17810 SUPERIOR ST APT 120 NORTHRIDGE CA 91325-4697	542 Avenue G SE	262828611000000020	Lot Cut	319.80
18-1381	SMITH RANDI M HARRIS CANDACE N 6040 KENNEDY BLVD E APT 19B WEST NEW YORK NJ 07093-3844	207 Avenue E SE	262828613000002140	Lot Cut	338.84
19-921	KENNEDY ADAM CONAN PO BOX 41214 LOS ANGELES CA 90041-0214	0 Avenue A SW	262829632000005110	Lot Cut	316.80
19-560	KENNEDY ADAM CONAN PO BOX 41214 LOS ANGELES CA 90041-0214	0 Avenue A SW	262829632000005110	Lot Cut	316.80
15-1319	KENNEDY LOGAN TYLER PO BOX 411113 LOS ANGELES CA 90041-8113	758 Avenue A SW	262829632000005111	Demolition	10,236.51
19-16	ANDRE JEAN G ANDRE JACQUELINE 118 W 2ND AVE ROSELLE NJ 07203-1227	320 26th Street SW	262830637000003540	Lot Cut	335.84
19-447	ANDRE JEAN G ANDRE JACQUELINE 118 W 2ND AVE ROSELLE NJ 07203-1227	320 26th Street SW	262830637000003540	Lot Cut	336.10
19-779	ANDRE JEAN G ANDRE JACQUELINE 118 W 2ND AVE ROSELLE NJ 07203-1227	320 26th Street SW	262830637000003540	Lot Cut	336.10
19-856	HUNSAKER JEAN HUNSAKER JAMES HUNSAKER STEVEN HUNSAKER JANE ANN 770 DELONG RD LEXINGTON KY 40515-9638	1603 3rd Street SW	262832646500000082	Lot Cut	362.70

230
\$33,635.66

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
June 8, 2020

DATE: May 26, 2020

TO: Honorable Mayor and City Commissioners

VIA: Mike Herr, City Manager
T. Michael Stavres, Assistant City Manager
Eric Labbe, Economic Development and Community Investment Director
Travis Edwards, Parks, Recreation & Culture Department Director

FROM: Sean Byers, Planning Manager
Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Endorsement of Community Development Block Grant (CDBG) allocation for planned renovations to the Winter Haven Recreation and Cultural Center

BACKGROUND:

The US Department of Housing & Urban Development administers and distributes the Community Development Block Grant Funding Program Nationwide. Municipalities and Cities around the State participate in this funding every year. Locally, Polk County administers the City's funds and program. Recent City CDBG Projects have included portions of MLK Jr. Park renovations and Senior Center renovations. The funds must be utilized in an eligible area or population.

The City is proposing to utilize upcoming CDBG allocations on planned renovations at Winter Haven Recreational and Cultural Center. This will be an eligible project. Recently the City completed a feasibility study, needs assessment, master plan and project estimates for the upgrades. The plan is based on a combination of community input from various public meetings including the Florence Villa CRA Master Plan Update, the needs assessment and input from staff.

Major upgraded components proposed include life safety upgrades, ADA upgrades (including access to the second floor), MEP System upgrades, community meeting space, gymnasium upgrades, expanded fitness opportunities, updated/expanded programming opportunities, branch library, expanded lobby, technology area, aquatic area upgrades, exterior facade upgrades and a long term vision for the overall grounds. The new construction is envisioned to include a combination of expanded lobby, branch library and technology area. All renovations and new areas would be designed to be very multifunctional in nature.

As part of the 2020/2021 FY Budget Development, staff is proposing to move forward with major upgrades which would involve approximately 13,300 square feet of renovated space, 3,800 square feet of new construction, aquatic area enhancements

including a splash pad, parking lot modifications and other exterior upgrades. These overall improvements are estimated at \$5.5. Currently the City has \$1.3 budgeted within the Construction Fund towards the project. An overall funding plan is currently being developed as part of the FY 2020/2021 Budget Development Process and will be presented to the City Commission at a later time. A Construction Manager At Risk approach is anticipated to be utilized to complete this project, starting later in 2020.

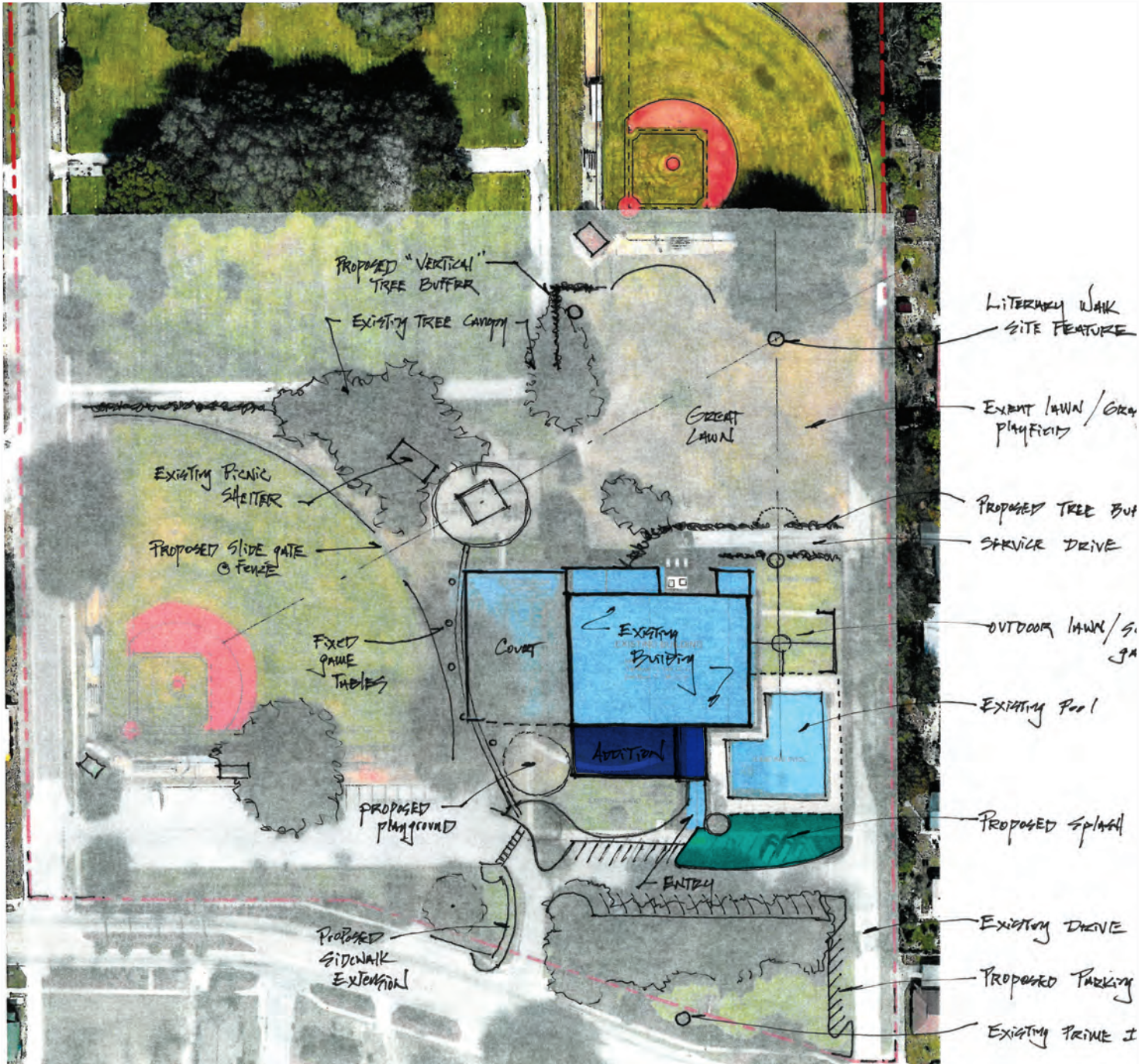
This CDBG Allocation of approximately \$447,000 is part of that funding plan. Additional public input on the project is expected later in 2020. A requirement of the CDBG Application previously submitted is a City Commission Endorsement and public comment regarding the utilization of these CDBG Funds towards the WHRCC project. This agenda item will meet those requirements.

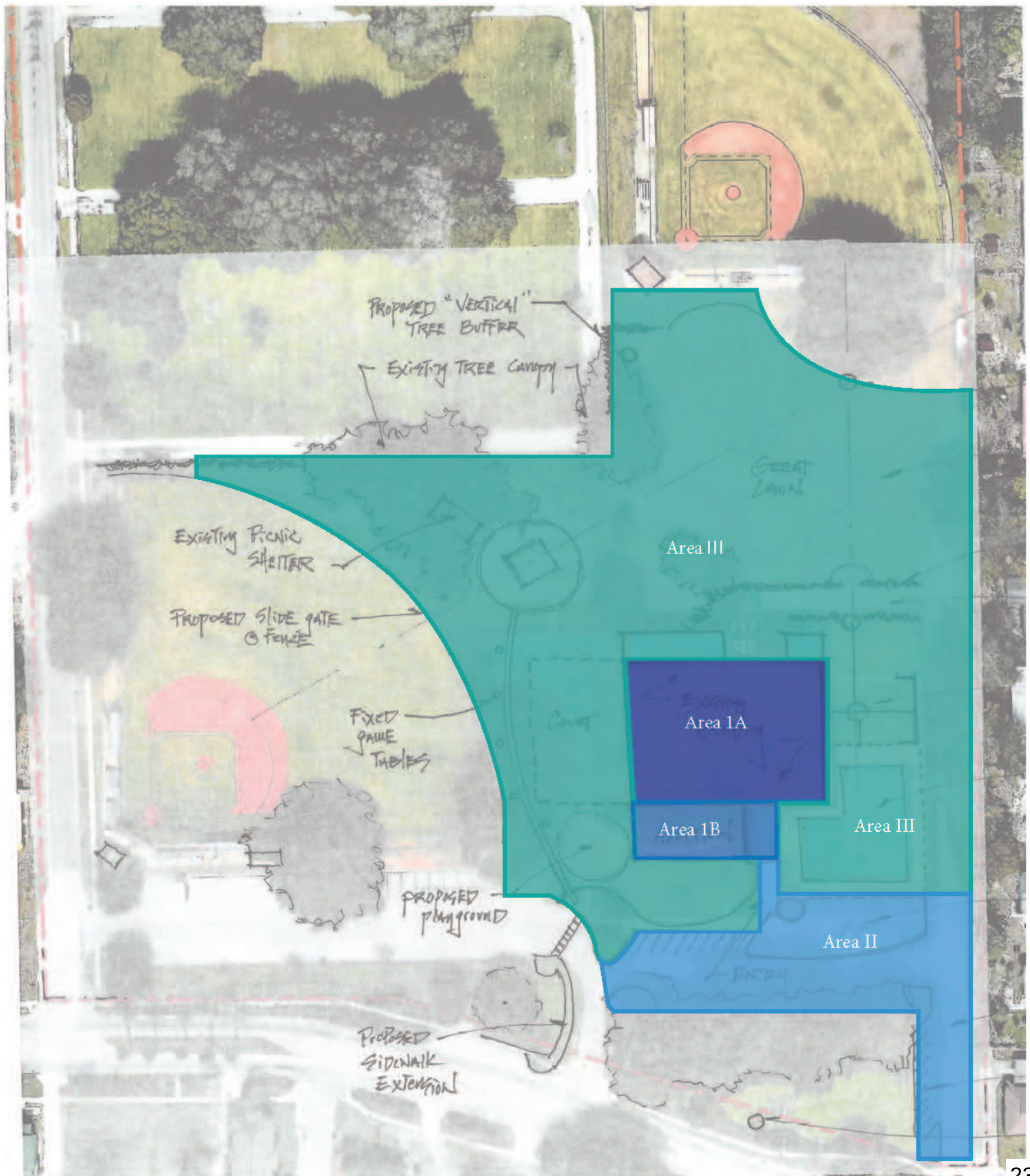
RECOMMENDATION:

Staff recommends the City Commission open this agenda item for public comment and endorse utilizing Community Development Block Grant funds as supplemental funding for proposed renovations at the Winter Haven Recreational and Cultural Center.

ATTACHMENTS:

WHRCC Master Plan Renderings





PLAN DIAGRAMS

FIRST FLOOR

PROPOSED RENOVATION AND ADDITION



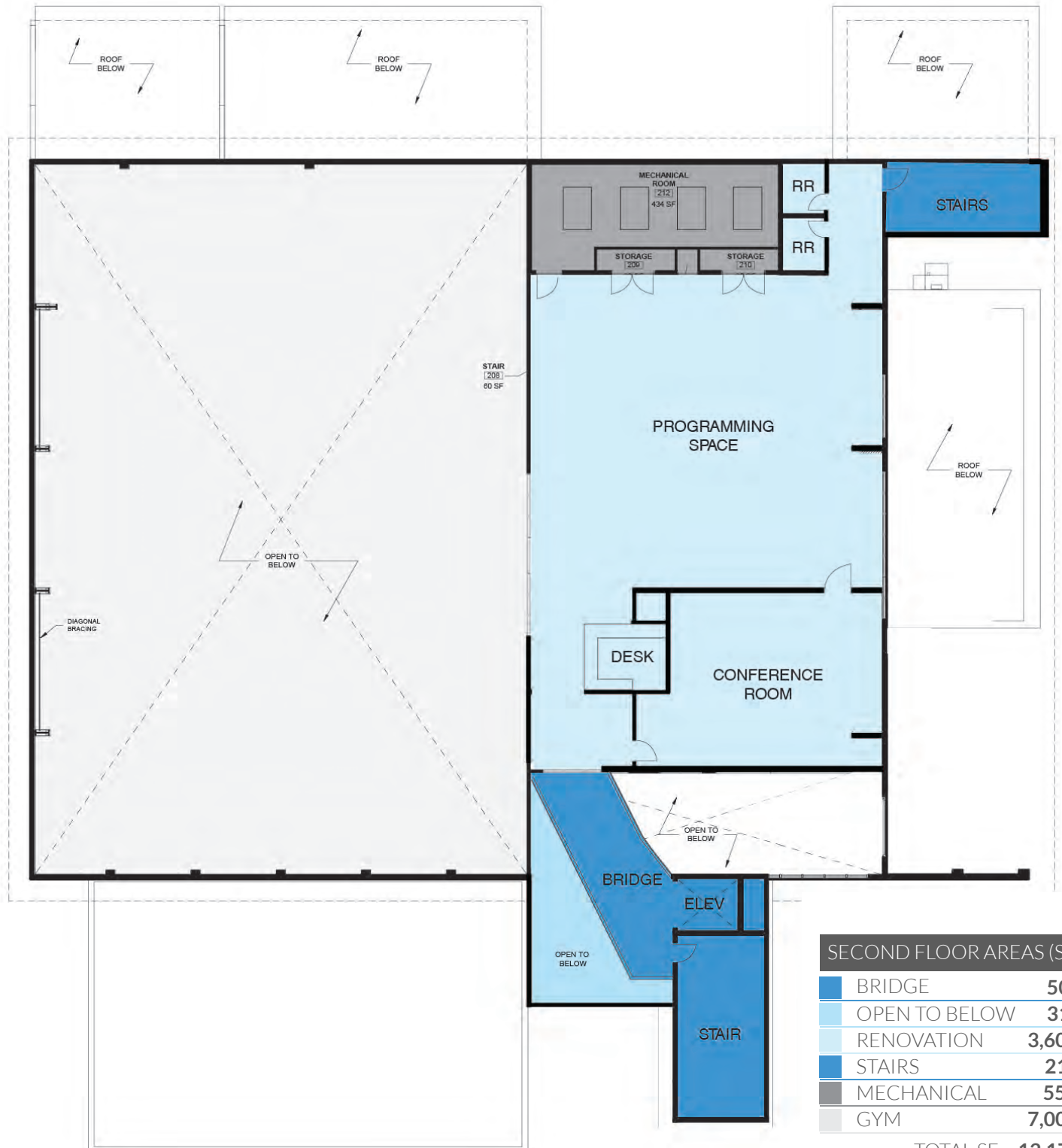
TOTAL SF = 17,720

235

PLAN DIAGRAMS

SECOND FLOOR

PROPOSED RENOVATION AND ADDITION



PLAN DIAGRAMS

EXTERIOR RENDERINGS

PROPOSED RENOVATION AND ADDITION



PLAN DIAGRAMS

INTERIOR RENDERINGS

PROPOSED RENOVATION AND ADDITION

