WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, November 24, 2025, 6:00 p.m.

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

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1. **CALL TO ORDER** - Nathaniel J. Birdsong, Jr., Mayor
2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
3. **INVOCATION** - Pastor Tim Clark, Haven Worship Center
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
5. **PRESENTATIONS**
6. **DEVELOPMENTS OF NOTE**
7. **MINUTES**
8. **COMMENTS FROM THE AUDIENCE**
9. **ORDINANCE(S) - SECOND READING - PUBLIC HEARING**

9.A **O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel**

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

Summary - Ordinances O-25-30 and O-25-31
O-25-30

9.B **O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C-3) zoning district to an annexed parcel**

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

Summary - Ordinances O-25-30 and O-25-31
O-25-31

9.C **O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)**

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

Summary - Ordinances O-25-32 and O-25-33
O-25-32

9.D **O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)**

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

Summary - Ordinances O-25-32 and O-25-33
O-25-33

9.E **O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use**

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

Summary - Ordinances O-25-34 and O-25-35
O-25-34

9.F **O-25-35 - Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district**

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

Summary - Ordinances O-25-34 and O-25-35
O-25-35

10. CONSENT AGENDA

10.A **Urban Forestry Advisory Board (UFAB) Member Appointment - Citizen Seat 1**

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

Summary - Urban Forestry Advisory Board (UFAB) Member Appointment - Citizen Seat 1
Board/Committee Application for Arlin Arbeiter

10.B **Interlocal Agreement with Polk County Board of County Commissioners and Conveyance of Conservation Easement for the "Astute Property"**

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

Summary - Interlocal Agreement with Polk Board of County Commissioners and Conveyance of Conservation Easement for the Astute Property
Interlocal Agreement with Polk County
Conservation Easement for Parcel Numbers: 262805000000024010/042010 and 262808000000013030/032050
Astute Property Boundary Map

10.C **RFQ 25-40 - Award of Continuing Contracts for Airport Planning & Engineering Services**

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

Summary - RFQ-25-40 Award of Continuing Contracts for Airport Planning and Engineering Services
RFQ 25-40 Recommendation of Award
RFQ 25-40 Bid Tabulation Sheet

10.D **Request for Approval of Third Amendment to Blue Line Aviation Land Lease Agreement**

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

Summary - Blue Line Aviation 3rd Amendment to Lease
Blue Line Aviation Land Lease
Blue Line Aviation Third Amendment to Land Lease - Signed
Blue Line Aviation Temporary Land Lease

Blue Line Aviation First Amendment to Temporary Land Lease - Signed

10.E **Authorization for Travel and Training - Florida City & County Management Association (FCCMA) 2026 Winter Institute (Stavres & Carnevale)**

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

Summary - FCCMA 2026 Winter Institute

10.F **Uncollected Accounts Receivable for Fiscal Year 2025**

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

Summary - Uncollected Accounts Receivable for FY 2025
2025 Delinquent Utility Accounts
2025 Delinquent Miscellaneous Billing Accounts Final

10.G **Establishment of a Fee Schedule and Facility Rental Use Policy for the Chain of Lakes Park**

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

Summary - Establishment of a Fee Schedule and Facility Rental Use Policy for the Chain of Lakes Park
Chain of Lakes Park Fee Schedule
Chain of Lakes Park Facility Rental Use Policy

11. RESOLUTION(S)

12. ORDINANCE(S) - FIRST READING

12.A **O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use**

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

Summary - Ordinances O-25-36 and O-25-37
O-25-36

12.B **O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial-Highway (C-3) zoning district**

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

Summary - Ordinances O-25-36 and O-25-37
O-25-37

12.C **O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report**

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

Summary Ordinance O-25-39
O-25-39

12.D **O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026**

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

Summary - O-25-40
O-25-40

Estate of Velma Seawell Daniels Petition for Discharge

12.E **O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026**

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

Summary - O-25-41
O-25-41
Exhibit A O-25-41

12.F **O-25-42 - Amending O-24-44, appropriating funds for fiscal year ending September 30, 2025**

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

Summary - O-25-42
O-25-42
Exhibit A

13. NEW BUSINESS

13.A **Grant & Aid Application Review Committee (GAARC) Appointment of New Member and Procedural Recommendations for the FY 27 Cycle**

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

Summary - Appointment of Grant Aid Application Review Committee New Member and Procedural Recommendations
Grant & Aid Application Committee (GAARC) November 6, 2025 Meeting Minutes
Application pool for Grant & Aid Committee

13.B **Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes**

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

Summary - Unsolicited Proposal
Unsolicited Proposal (Six/Ten, LLC)
Independent Analysis (Walker Consulting)
Downtown Strategic Parking and Mobility Master Plan

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

(800) 955-8771 for assistance.

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-30:** Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres; and

Ordinance O-25-31: Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C-3) zoning district to an annexed parcel. **General Location:** A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.

BACKGROUND

Candace Ducking and Lisson Etienne, petitioners, request the City assign Neighborhood Support Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The vacant parcel is generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The parcel was annexed into the City July 28, 2025. The petitioner intends to develop the property with a 3,600-square foot adult day care center.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is located along the 8th Street, NW/US Highway 17, a mixed use corridor which consists of a mixture of commercial and residential uses. The property is surrounded by multi-family residential to the north across Avenue X, NW; the City's Lakeside Memorial Cemetery to the east across 8th Street, NW/US Highway 17; a vacant parcel located in Unincorporated Polk County and a motel to the south; and single-family residential located in Unincorporated Polk County to the west.

INFRASTRUCTURE

The table below shows the expected potential demands on supporting infrastructure for the petitioner's proposed 3,600-square foot adult day care center.

Potable Water and Wastewater Utilities (as of August 31, 2025) ***Measured in gallons per day (gpd)***						
Type of Infrastructure	**24-month Average Capacity**	**Projected Demands from This Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
Potable Water	2,450,000	792	2,449,208		2,166,500	268,752
Wastewater Plant 2	642,000	697	641,303		339,900	301,403
Transportation (Background Data from Polk TPO) ***Measured in PM Peak-Hour Trips***						
Roadway	**3-year Average Capacity**	**Projected Demands from this Request**	**Remaining Capacity (If Request Permitted Today)**		**Projected Future Demands for Prior Approved Projects***	**Potential Remaining Capacity *if* All Approved Projects are Constructed**
8th Street,NW/US 17 *Northbound*	1,274	4	1,270		8	1,262
8th Street,NW/US 17 *Southbound*	1,236	4	1,232		8	1,224

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

Based on the above analysis, the supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests at this time; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Low (RL-4). The requested Neighborhood Support Future Land Use is consistent with the property's location along an arterial highway corridor and City designations in the area. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)), ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. One member of the public spoke with concerns about access and traffic.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Neighborhood Support Future Land Use and C-3 zoning district is consistent with the property's location along an arterial highway corridor and with developed uses and City designations in the area; and

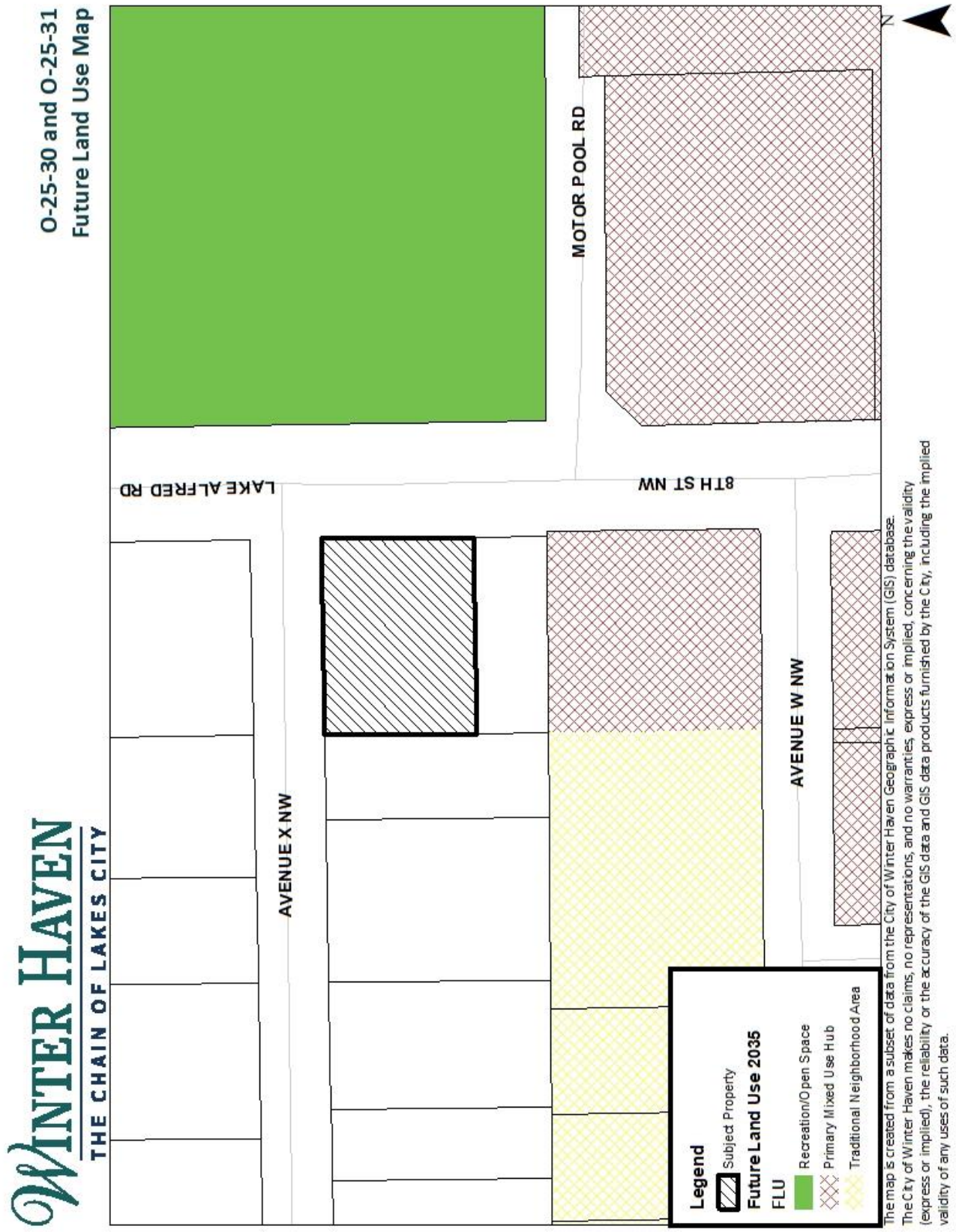
- There is sufficient public infrastructure capacity to accommodate the proposed development of the property at this time.

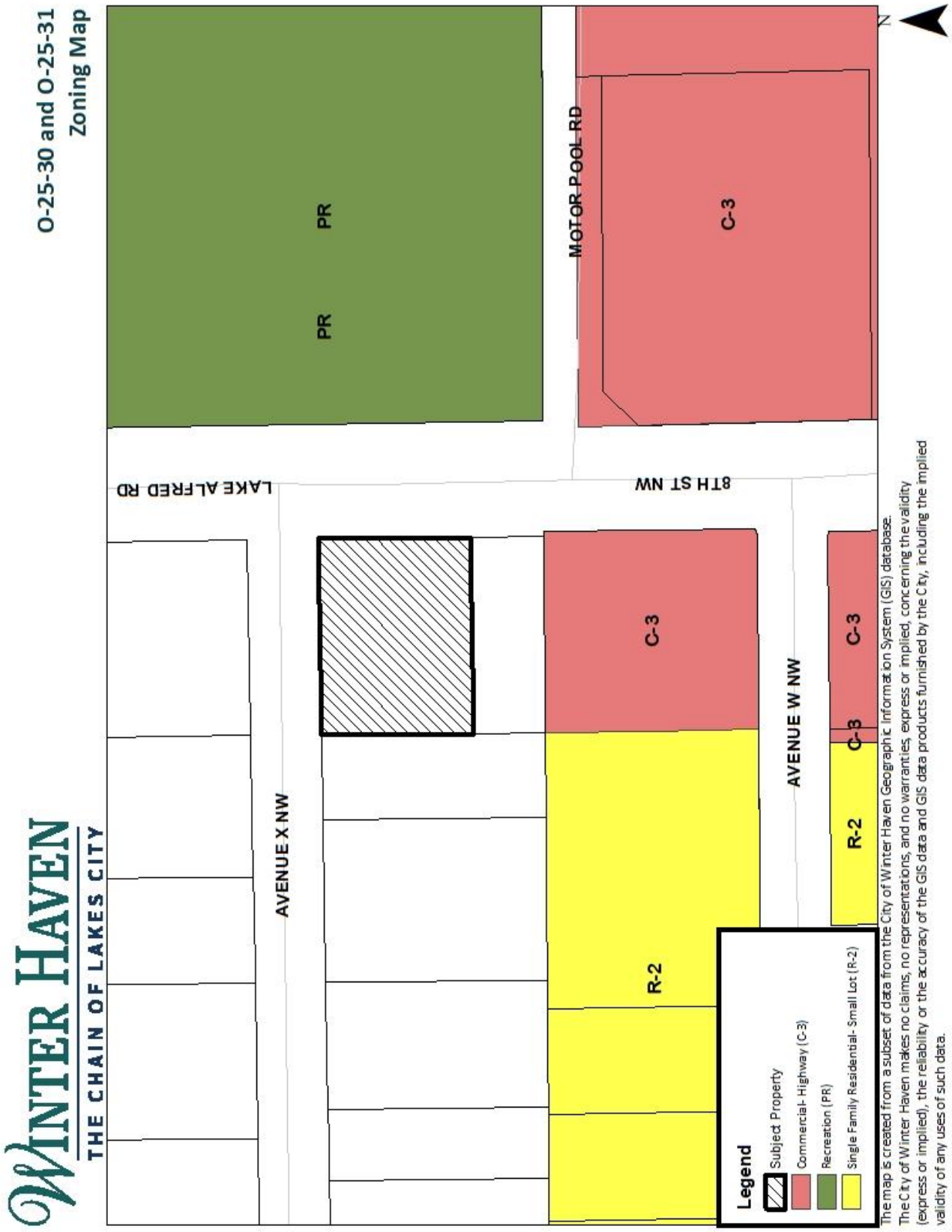
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-30 and O-25-31.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-25-30 (Future Land Use)
- Ordinance O-25-31 (Zoning)


O-25-30 and O-25-31
Future Land Use Map
MOTOR POOL RD
LAKE ALFRED RD
8TH ST NW
AVENUE X NW
AVENUE W NW
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
Future Land Use 2035
FLU
Recreation/Open Space
Primary Mixed Use Hub
Traditional Neighborhood Area
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-25-30 and O-25-31
Zoning Map
PR
PR
MOTOR POOL RD
C-3
N
LAKE ALFRED RD
8TH ST NW
C-3
C-3
C-3
AVENUE X NW
AVENUE W NW
R-2
R-2
Legend
Subject Property
Commercial- Highway (C-3)
Recreation (PR)
Single Family Residential- Small Lot (R-2)
WINTER HAVEN
THE CHAIN OF LAKES CITY
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O-25-30 and O-25-31
Aerial Map

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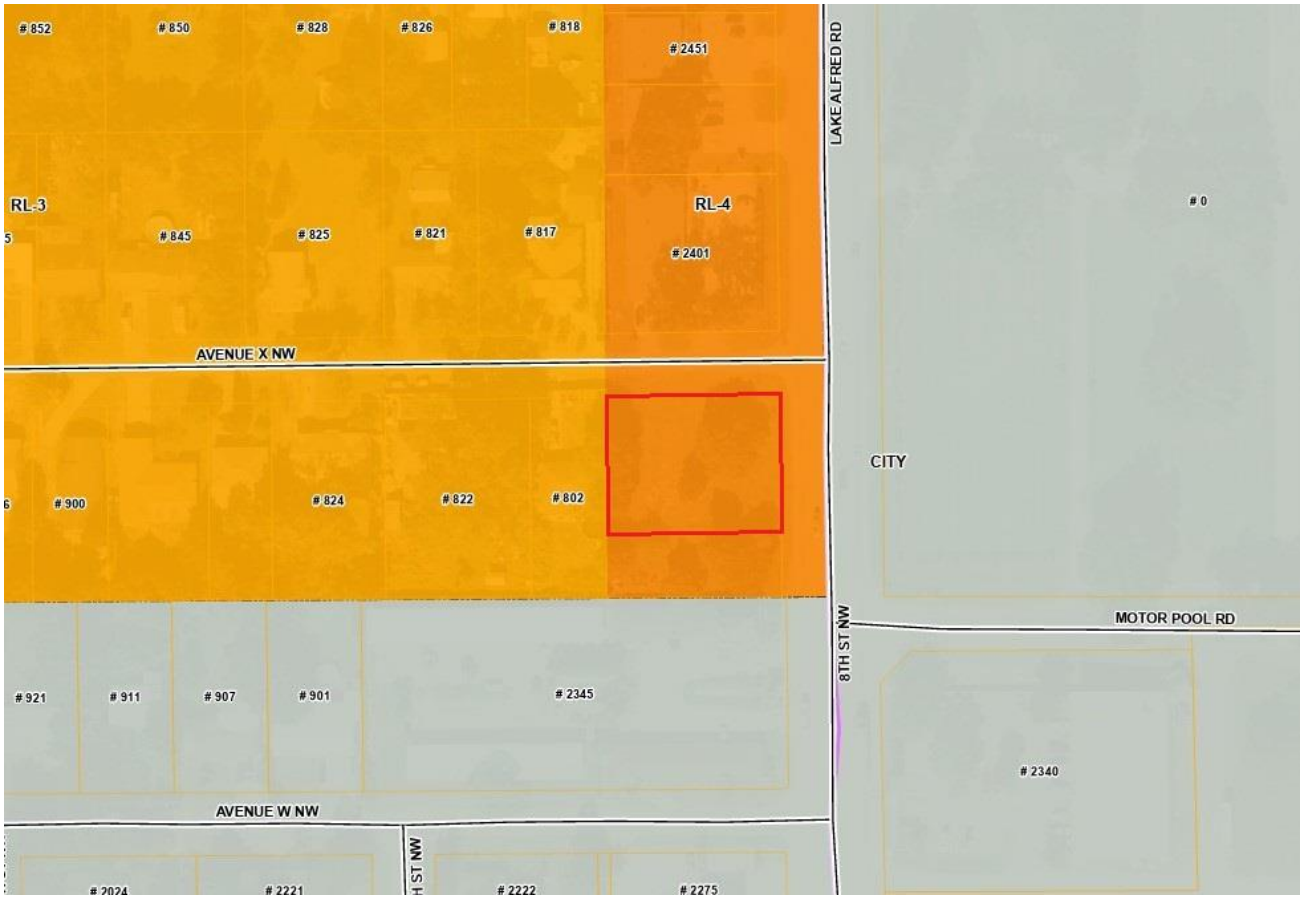
Polk County Land Use Map



ORDINANCE NO. O-25-30

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING NEIGHBORHOOD SUPPORT FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven; and

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by assigning that area as shown on Exhibit "A" as "Neighborhood Support" Future Land Use as classified by the City of Winter Haven's Future Land Use Element.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

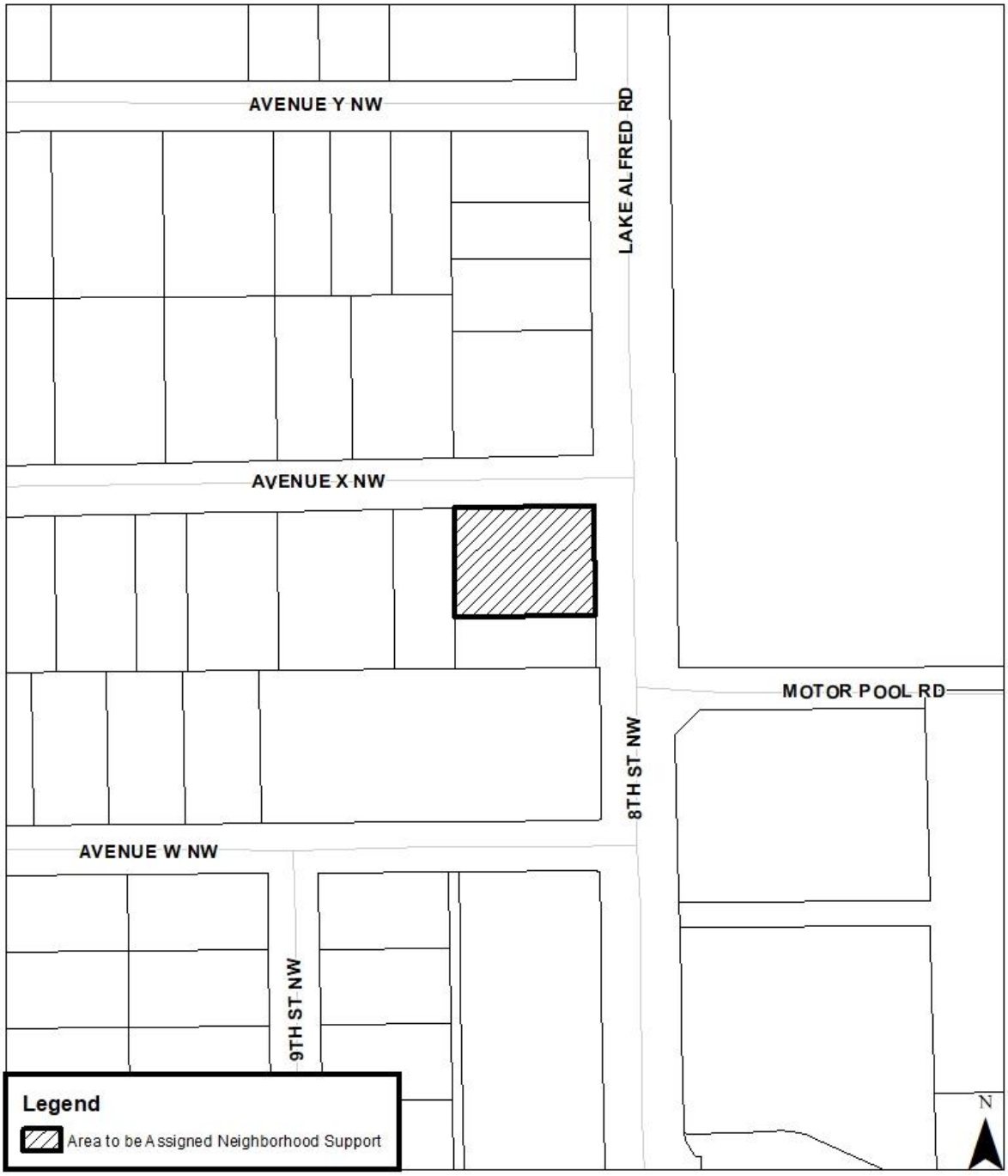
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


AVENUE Y NW
LAKE ALFRED RD
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8TH ST NW
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9TH ST NW
Legend
Area to be Assigned Neighborhood Support
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

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COMPREHENSIVE PLAN

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NOTIFICATION

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FINANCIAL IMPACT

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PLANNING COMMISSION RECOMMENDATION

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CONCLUSION

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RECOMMENDATION

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ATTACHMENTS

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- Zoning Map
- Aerial Map
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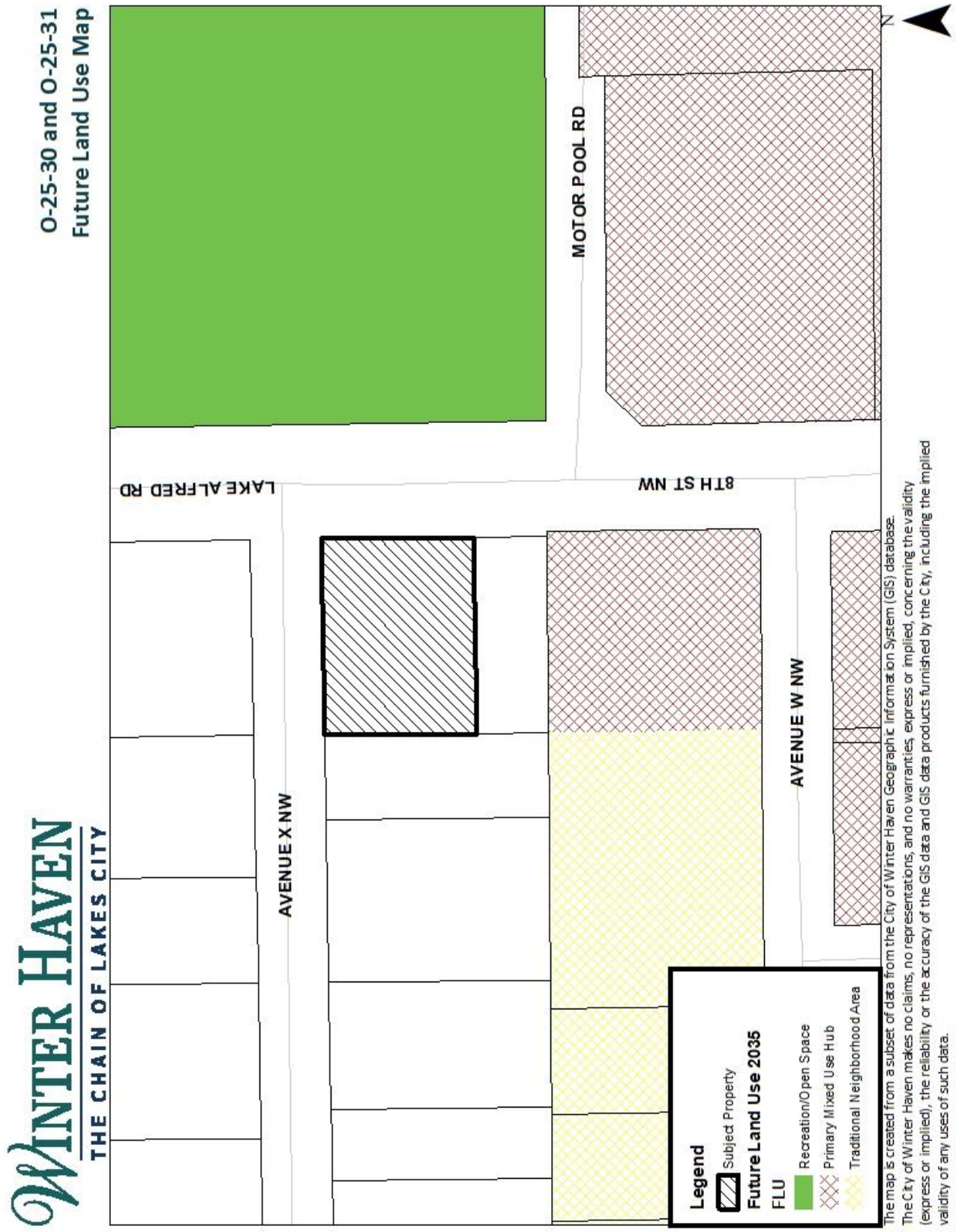
O-25-30 and O-25-31
Future Land Use Map
MOTOR POOL RD
LAKE ALFRED RD
8TH ST NW
AVENUE X NW
AVENUE W NW
N
Legend
Subject Property
Future Land Use 2035
FLU
Recreation/Open Space
Primary Mixed Use Hub
Traditional Neighborhood Area
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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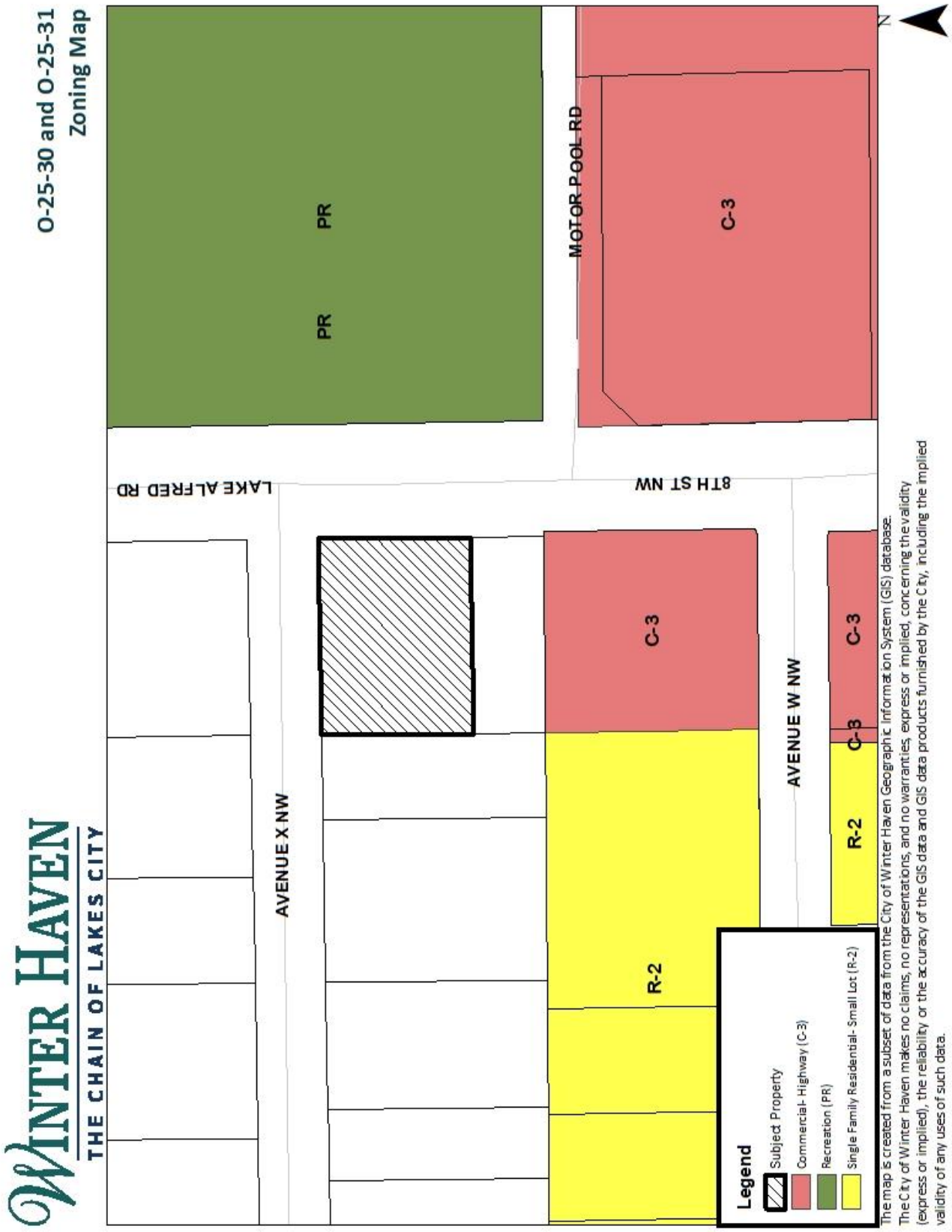
O-25-30 and O-25-31
Zoning Map
PR
PR
MOTOR POOL RD
C-3
N
LAKE ALFRED RD
8TH ST NW
C-3
C-3
C-3
AVENUE X NW
AVENUE W NW
R-2
R-2
Legend
Subject Property
Commercial- Highway (C-3)
Recreation (PR)
Single Family Residential- Small Lot (R-2)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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WINTER HAVEN
THE CHAIN OF LAKES CITY

O-25-30 and O-25-31
Aerial Map

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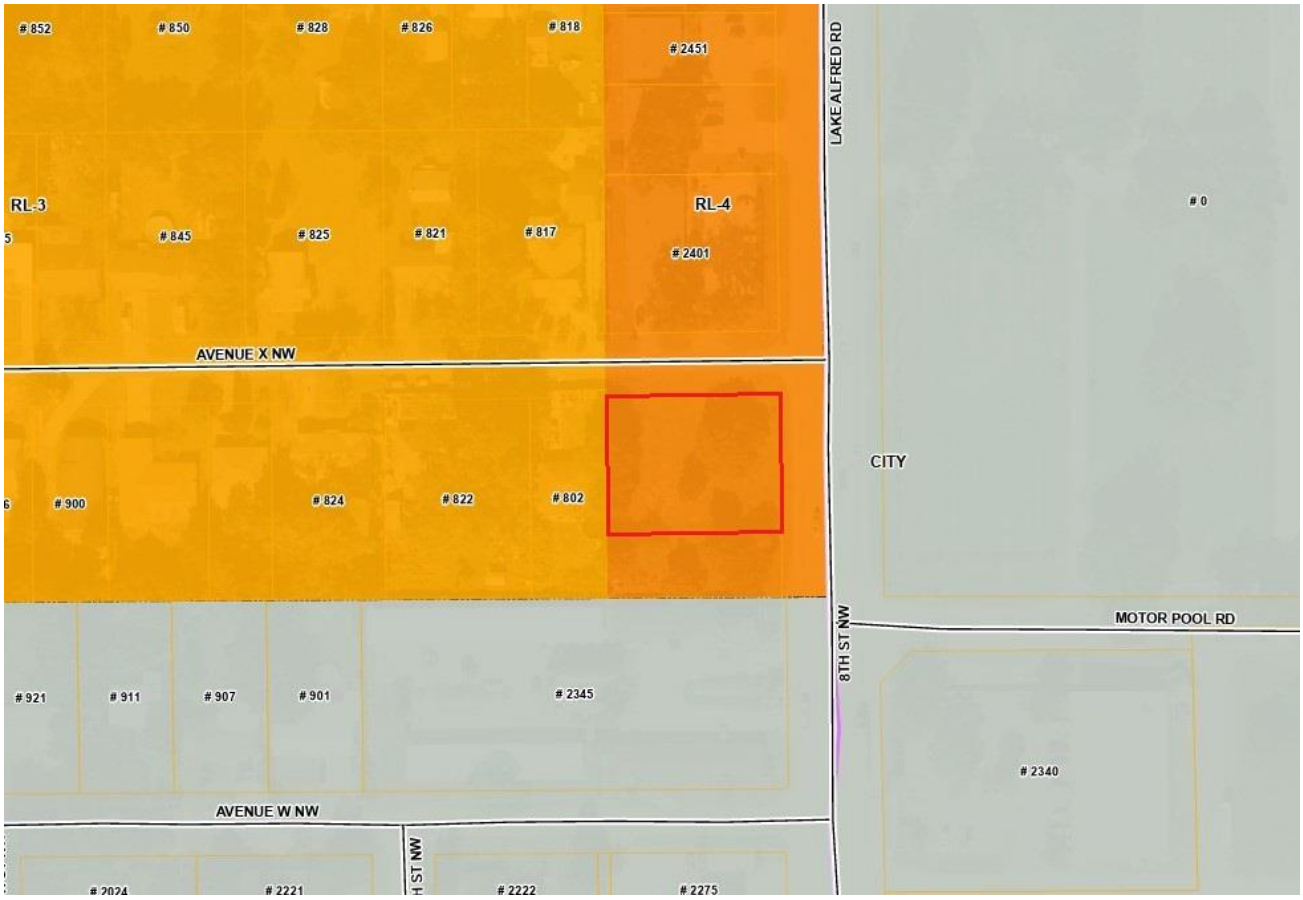
Polk County Land Use Map



ORDINANCE NO. O-25-31

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the southwest corner of the intersection of 8th Street, NW/US Highway 17 and Avenue X, NW. The area covered by this request is 0.34± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)).

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land, described in Exhibit "A" attached hereto and made a part of this ordinance, as Commercial- Highway (C-3) zoning district.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-30; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____

CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"

AVENUE Y NW
LAKE ALFRED RD
AVENUE X NW
MOTOR POOL RD
8TH ST NW
AVENUE W NW
9TH ST NW
Legend
Area to be Assigned C-3
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-32:** Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres; and

Ordinance O-25-33: Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City Commission assign Institutional Future Land Use and Public Institutional (PI) zoning district to an annexed parcel. The parcel is located at 500 4th Street East Wahneta and is adjacent to the City's Wasterwater Treatment Plant 3. The parcel was annexed into the City July 28, 2025. The parcel was purchased by the City of Winter Haven in January 2025 for future use by the City's Water Department.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by vacant preservation lands to the north; the City's Wastewater Treatment Plant 3 to the east; and vacant land zoned for residential to the south and west.

INFRASTRUCTURE

As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At the time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Suburban (RS). The requested Institutional Future Land Use is consistent with the property's ownership by the City of Winter Haven and location adjacent to the City's Wastewater Treatment Plant. The requested PI zoning district is consistent with the Institutional Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance with Section 166.041(4)(a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Institutional Future Land Use and PI zoning district is consistent with the property's ownership and location adjacent to the City's Wasterwater Treatment Plant and with developed uses and City designations in the area; and

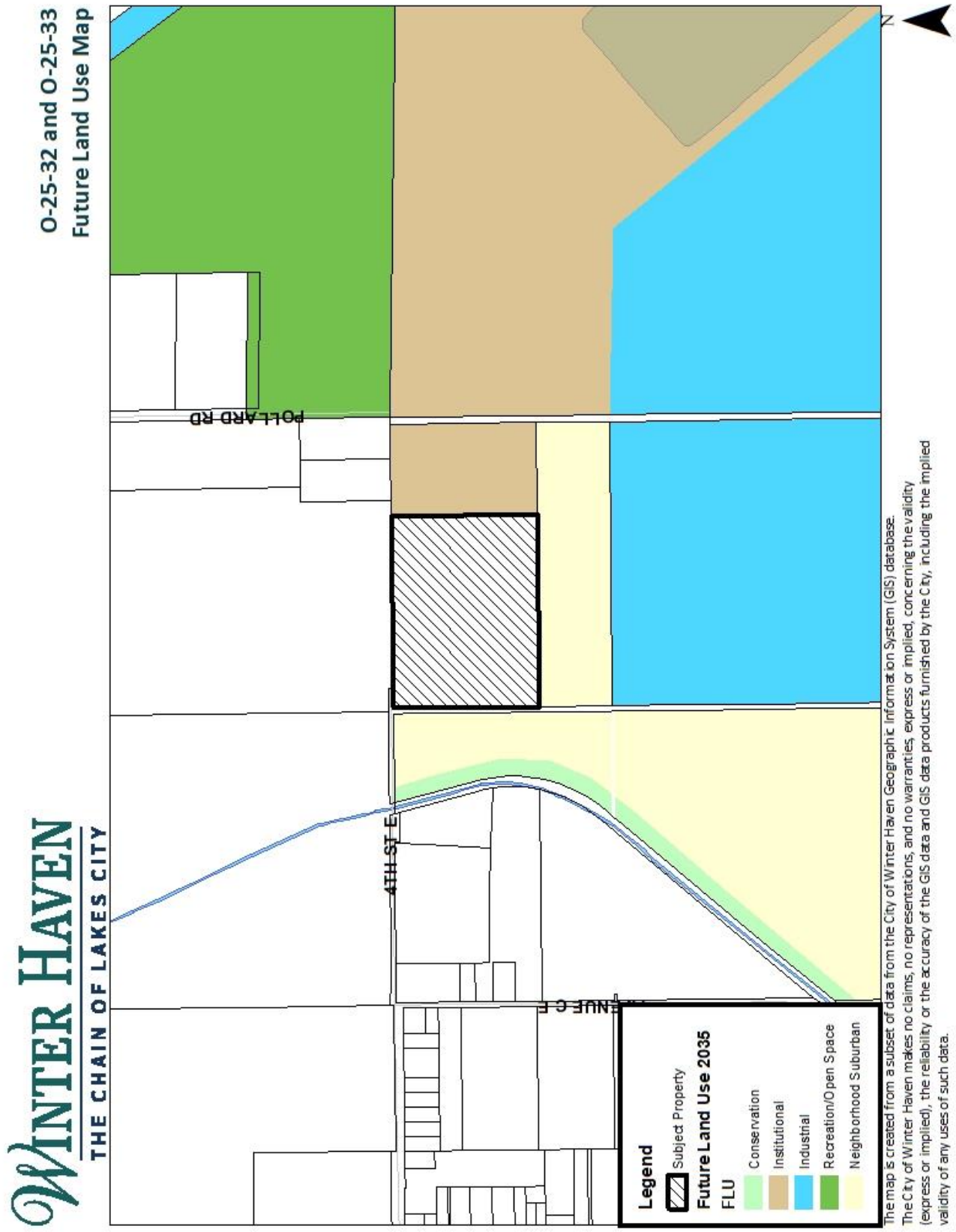
- As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped

RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-32 and O-25-33.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Business Impact Statement for Ordinances O-25-32 and O-25-33
- Ordinance O-25-32 (Future Land Use)
- Ordinance O-25-33 (Zoning)


O-25-32 and O-25-33
Future Land Use Map
POLLARD RD
4TH ST E
AVENUE C E
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Industrial
Recreation/Open Space
Neighborhood Suburban
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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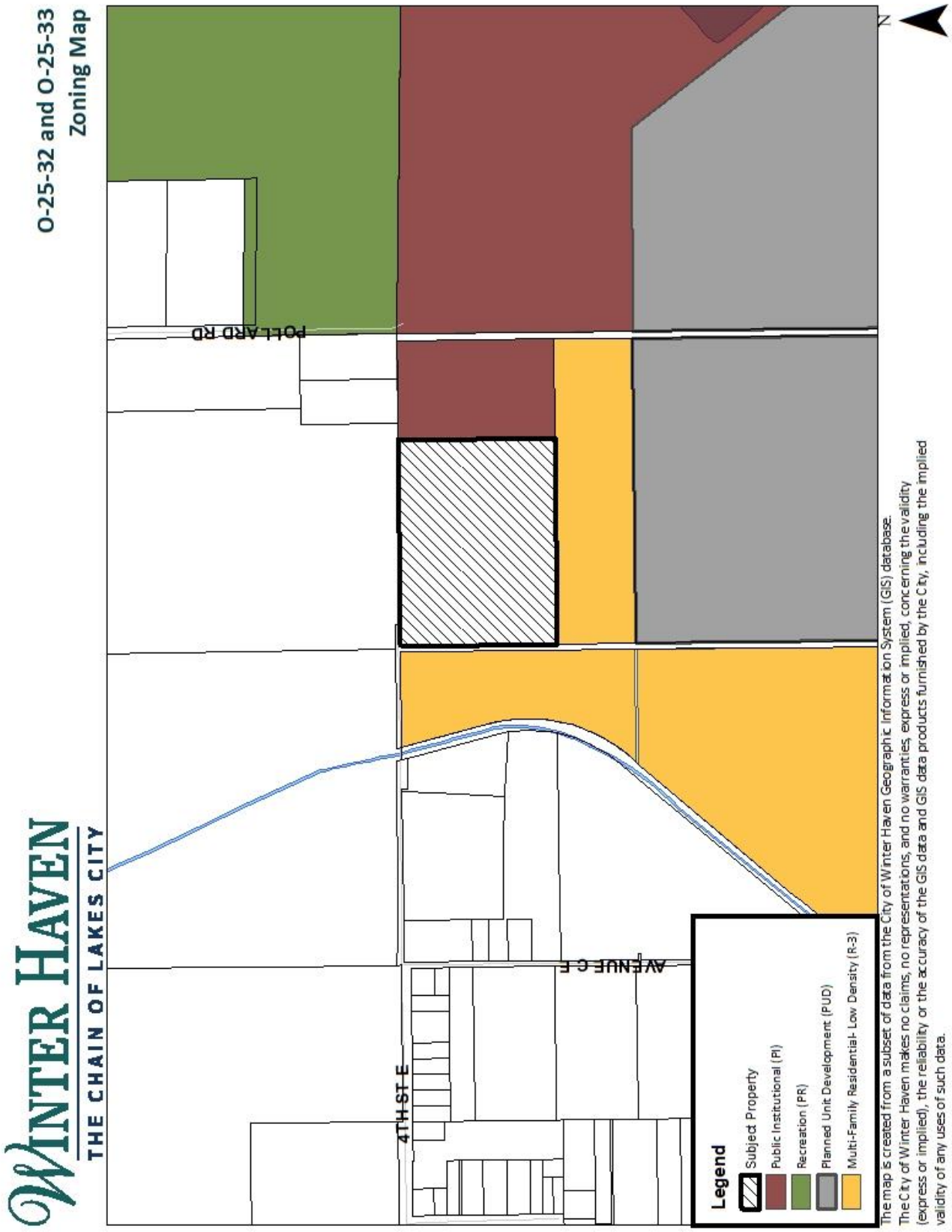
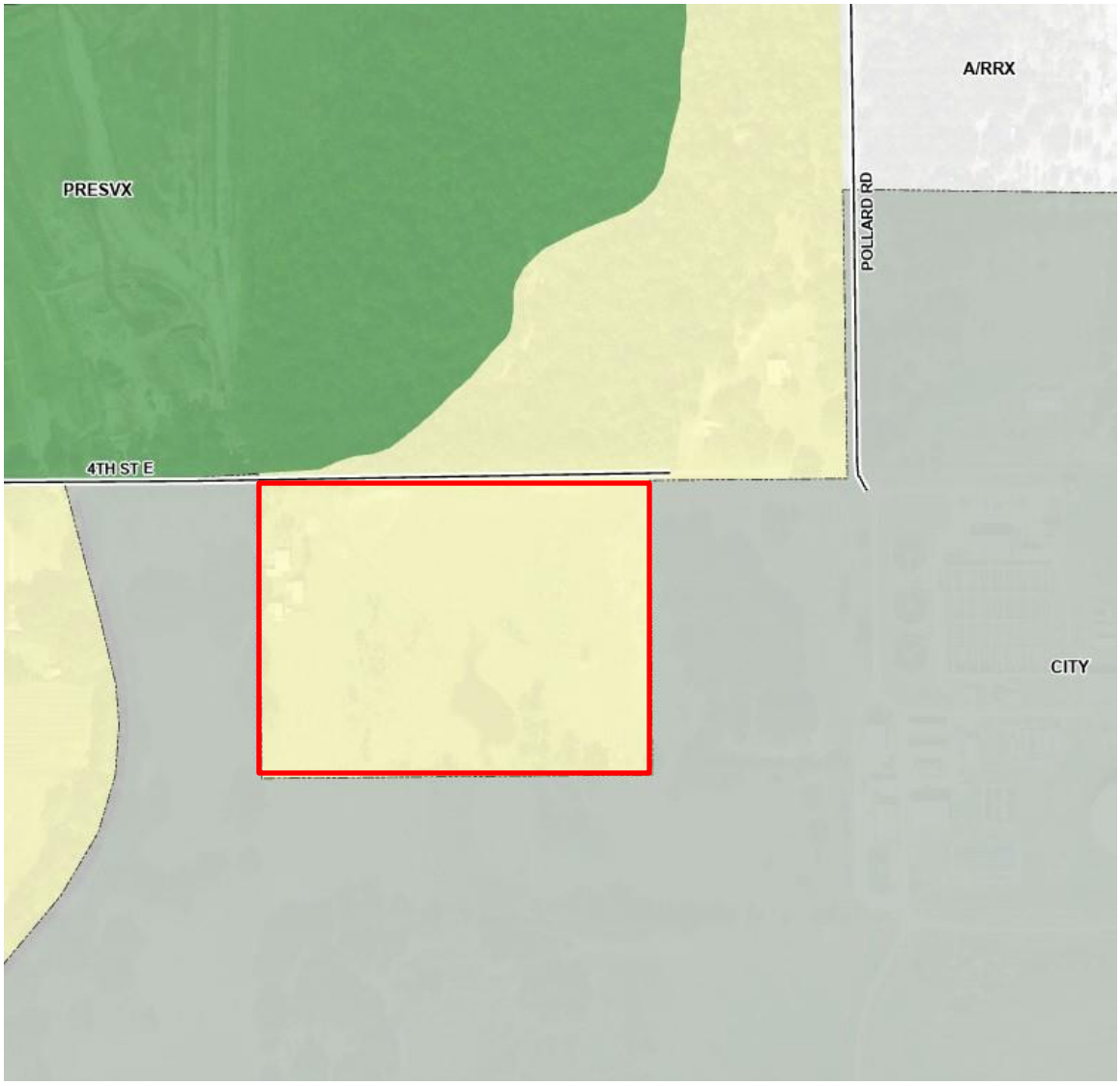

O-25-32 and O-25-33
Zoning Map
POLLARD RD
AVENUE C E
4TH ST E
N
Legend
Subject Property
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Multi-Family Residential- Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.
WINTER HAVEN
THE CHAIN OF LAKES CITY

O-25-32 and O-25-33
Aerial Map

Polk County Land Use Map



Business Impact Statement for Ordinances O-25-32 and O-25-33

Proposed Ordinances O-25-32 and O-25-33 assign the Future Land Use and zoning designations on a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-32 and O-25-33 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-32 and O-25-33. There are no new charges or fees associated with Ordinances O-25-32 and O-25-33, nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-32 and O-25-33. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-32

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING INSTITUTIONAL FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven; and

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by assigning that area as shown on Exhibit "A" as "Institutional" Future Land Use as classified by the City of Winter Haven's Future Land Use Element.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

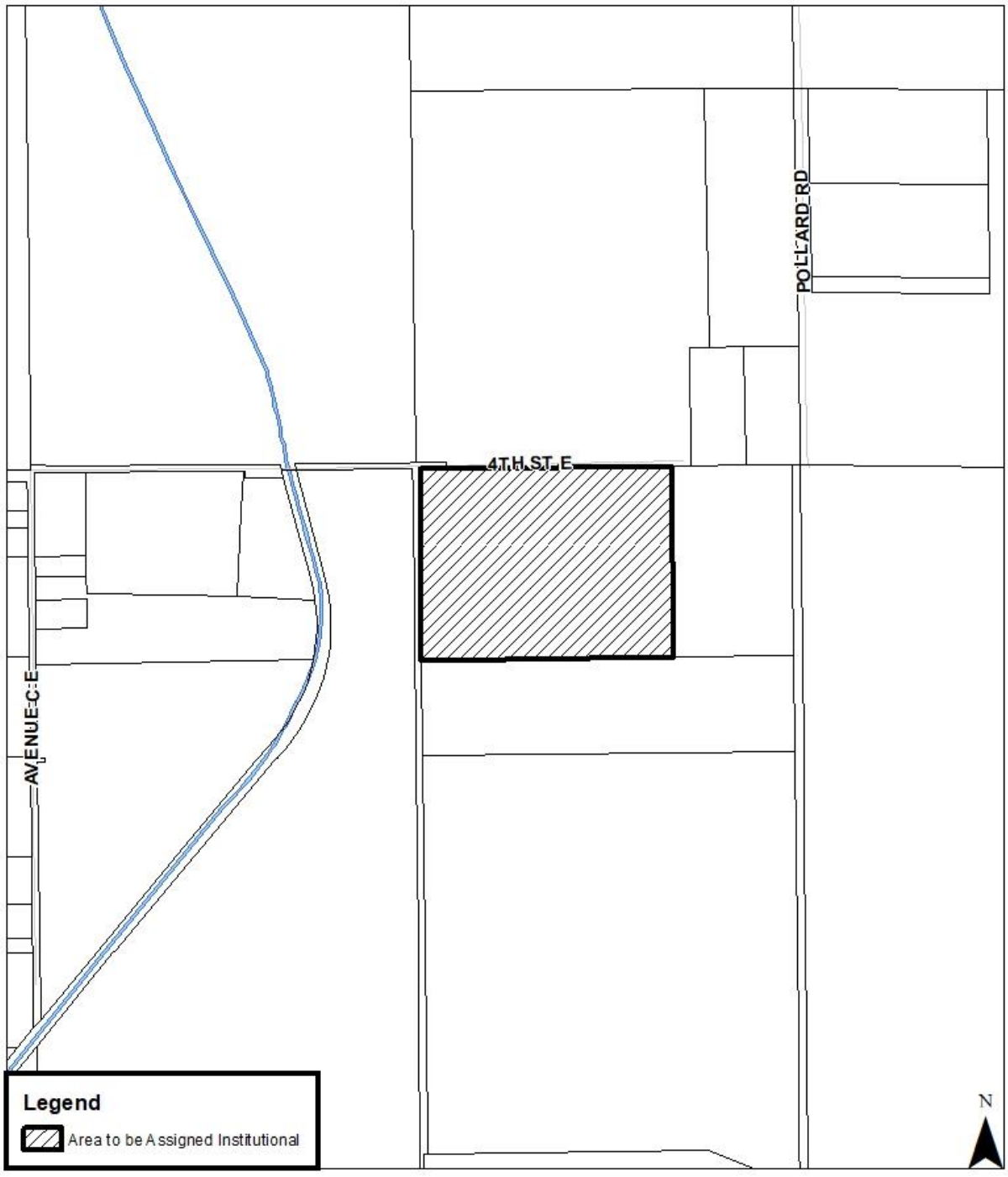
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


POLLARD RD
4TH ST E
AVENUE C E
Legend
Area to be Assigned Institutional
N

DATE: October 8, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-32:** Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres; and

Ordinance O-25-33: Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel. **General Location:** 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City Commission assign Institutional Future Land Use and Public Institutional (PI) zoning district to an annexed parcel. The parcel is located at 500 4th Street East Wahneta and is adjacent to the City's Wasterwater Treatment Plant 3. The parcel was annexed into the City July 28, 2025. The parcel was purchased by the City of Winter Haven in January 2025 for future use by the City's Water Department.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce (FloridaCommerce) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by vacant preservation lands to the north; the City's Wastewater Treatment Plant 3 to the east; and vacant land zoned for residential to the south and west.

INFRASTRUCTURE

As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At the time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Future Land Use for the subject parcel was Residential Suburban (RS). The requested Institutional Future Land Use is consistent with the property's ownership by the City of Winter Haven and location adjacent to the City's Wastewater Treatment Plant. The requested PI zoning district is consistent with the Institutional Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance with Section 166.041(4)(a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Institutional Future Land Use and PI zoning district is consistent with the property's ownership and location adjacent to the City's Wasterwater Treatment Plant and with developed uses and City designations in the area; and

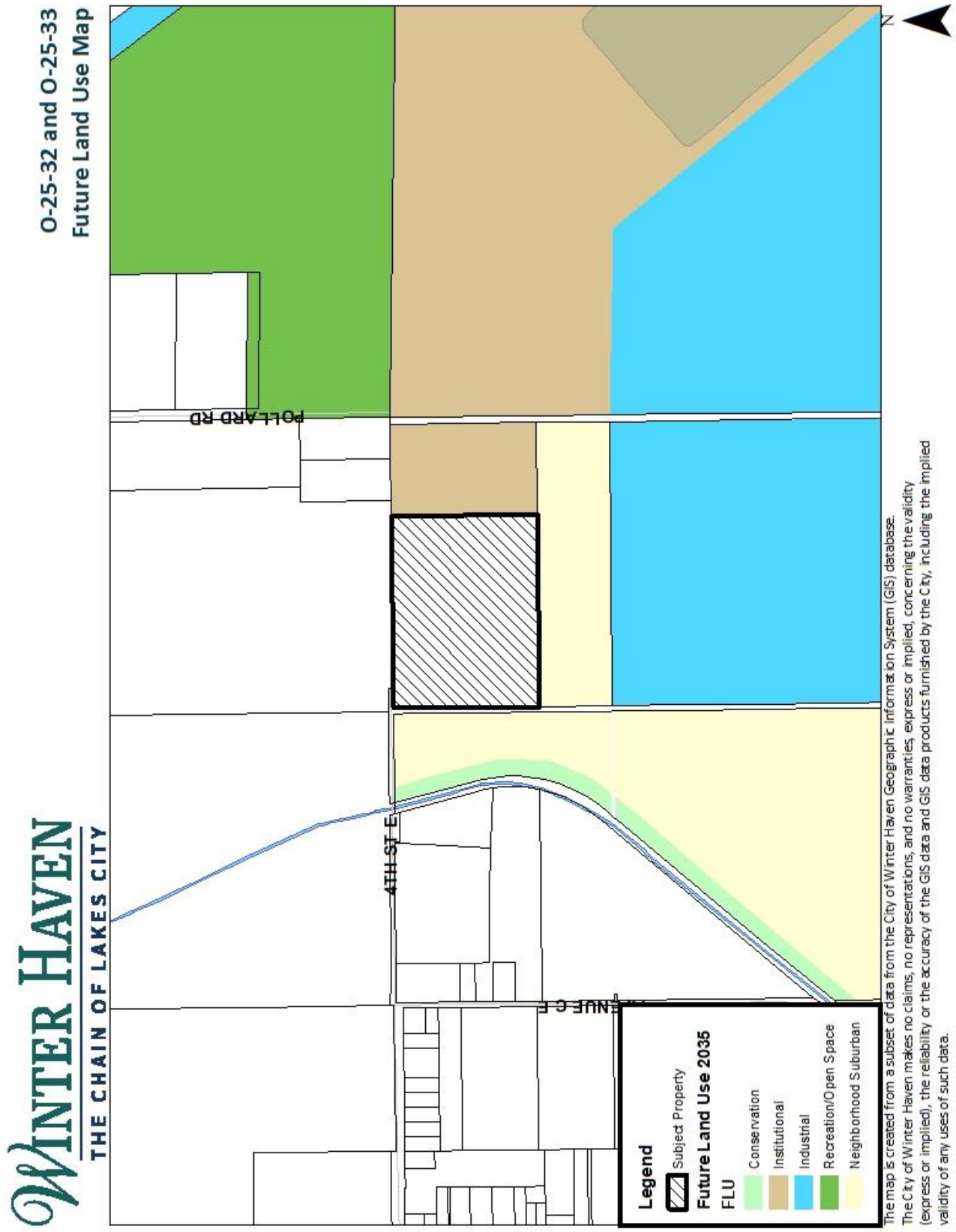
- As there are no current plans to develop the property, no additional demands on public infrastructure are expected at this time. At time of any future redevelopment of the property, a concurrency determination would be made at the time the property receives site plan approval and is redeveloped

RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-25-32 and O-25-33.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Business Impact Statement for Ordinances O-25-32 and O-25-33
- Ordinance O-25-32 (Future Land Use)
- Ordinance O-25-33 (Zoning)


O-25-32 and O-25-33
Future Land Use Map
POLLARD RD
4TH ST E
AVENUE C E
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Industrial
Recreation/Open Space
Neighborhood Suburban
WINTER HAVEN
THE CHAIN OF LAKES CITY
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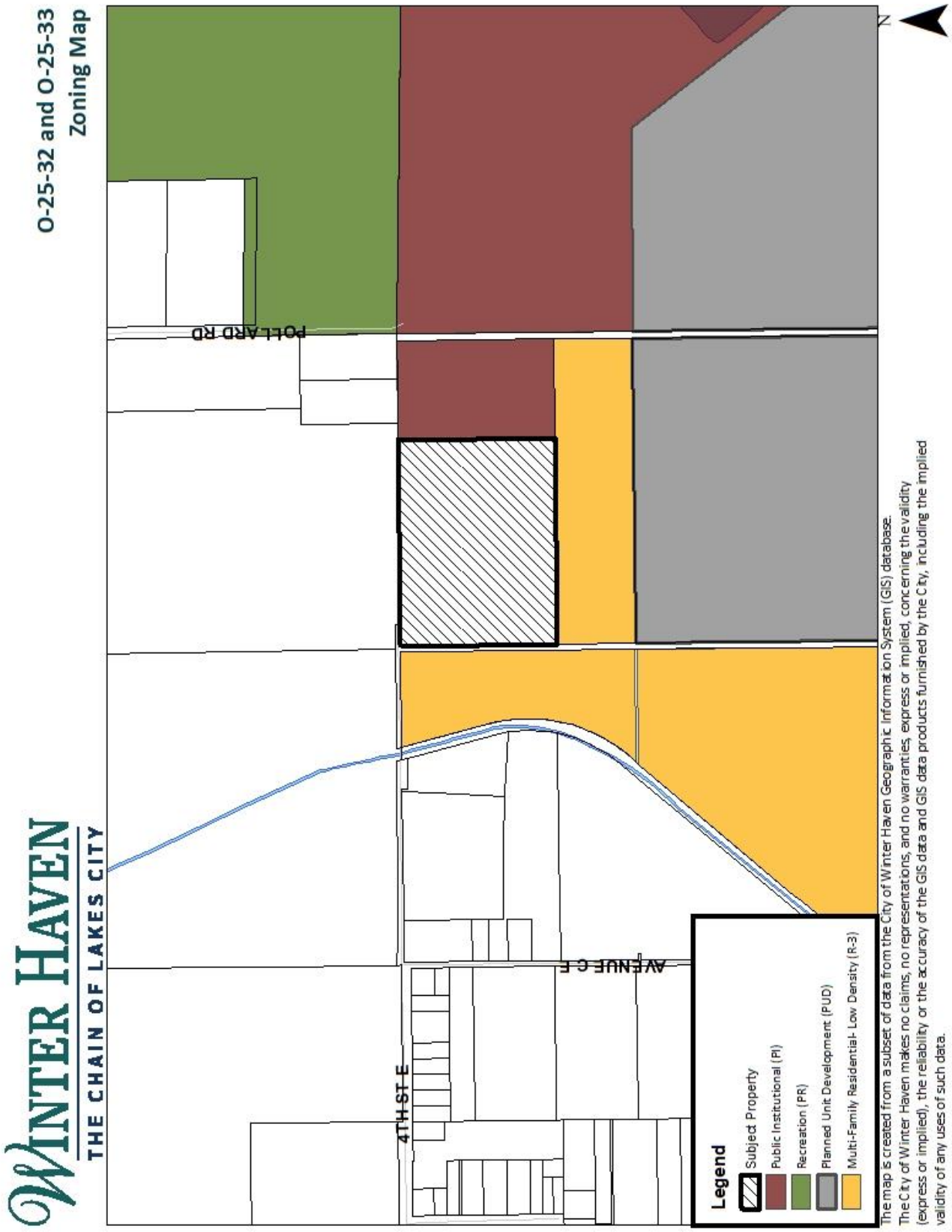
O-25-32 and O-25-33
Zoning Map
N
POLLARD RD
AVENUE C E
4TH ST E
Legend
Subject Property
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Multi-Family Residential- Low Density (R-3)
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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O-25-32 and O-25-33
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
Legend
Subject Property
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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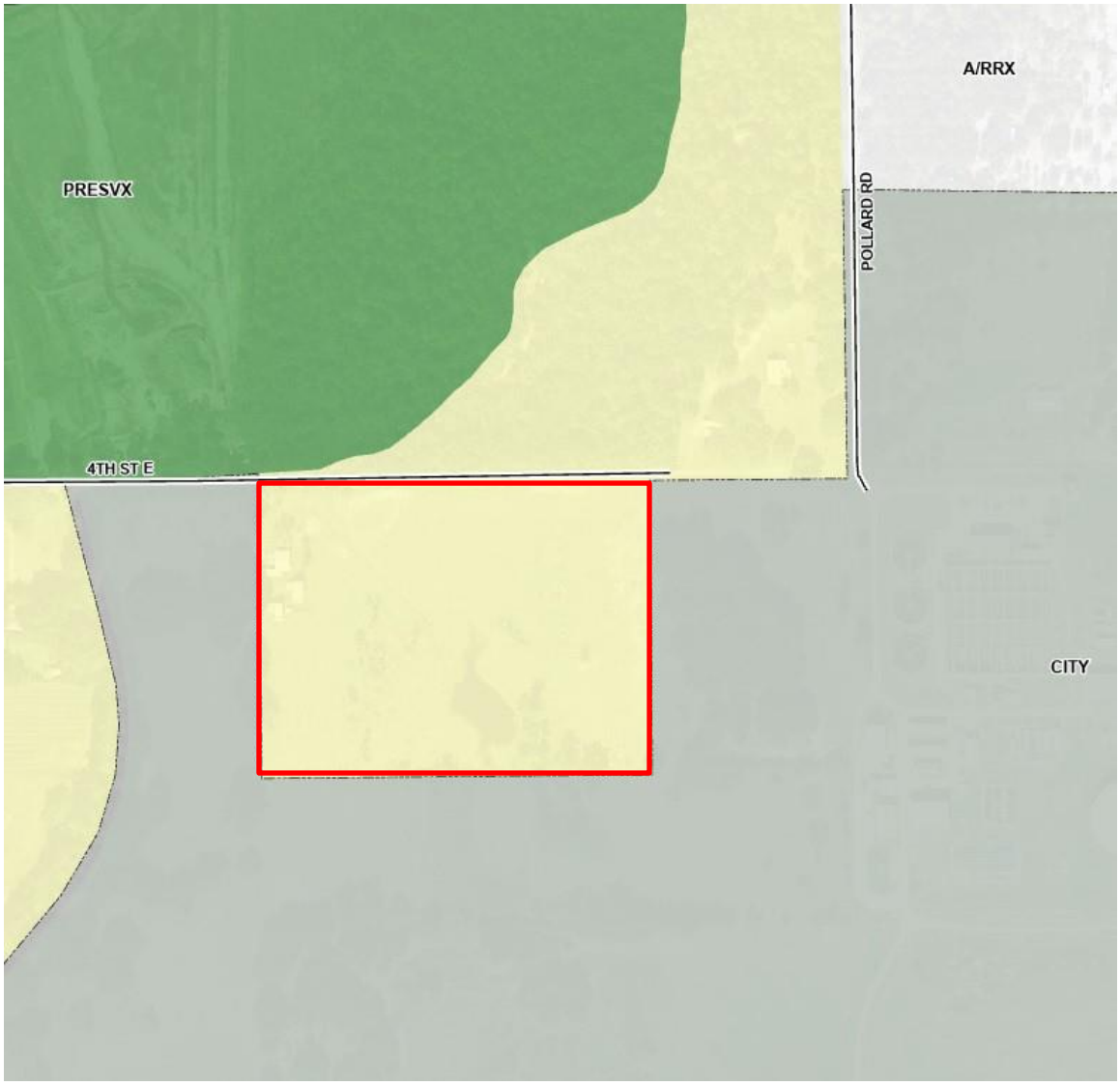
Polk County Land Use Map



Business Impact Statement for Ordinances O-25-32 and O-25-33

Proposed Ordinances O-25-32 and O-25-33 assign the Future Land Use and zoning designations on a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-32 and O-25-33 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-32 and O-25-33. There are no new charges or fees associated with Ordinances O-25-32 and O-25-33, nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-32 and O-25-33. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-33

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING PUBLIC INSTITUTIONAL (PI) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: 500 4th Street East Wahneta. The area covered by this request is 13.89± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to assign that land, described in Exhibit "A" attached hereto and made a part of this ordinance, as Public Institutional (PI) zoning district.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-32; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____

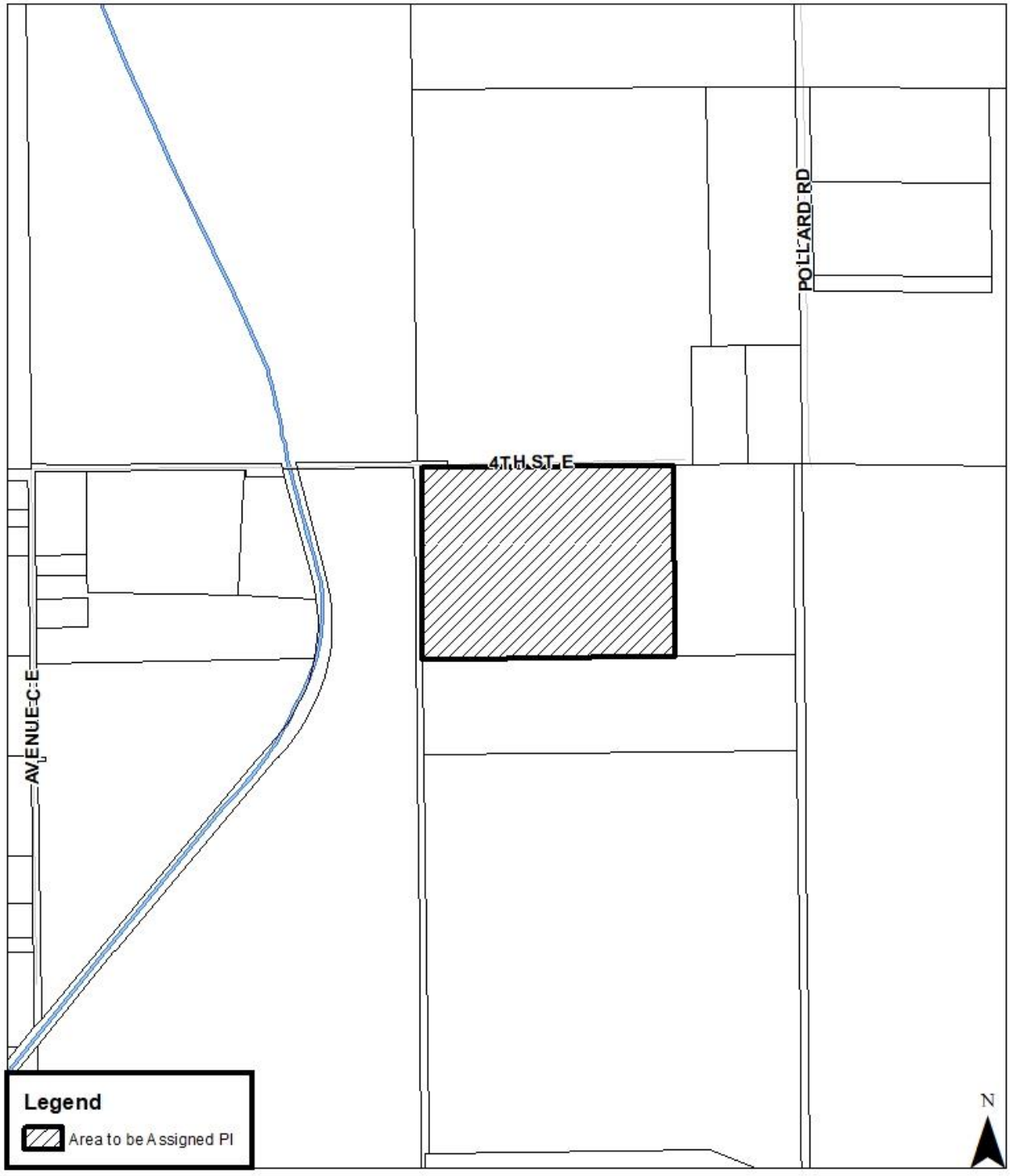
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"



DATE: October 14, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-34:** Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres; and

Ordinance O-25-35: Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use, and to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. The area subject to this request is located along the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The subject area contains 10.25± acres consisting of a citrus grove and pasture lands.

In December 2023, the City purchased 370± acres generally located along the east side of Buckeye Loop Road and south of the Country Club Trails Subdivision. The property was purchased with the intent of creating a surface water storage and recharge area as identified in the One Water Master Plan, and as a new location for the City's Water Department administrative offices and work area. The Water Department proposes to develop a 36,750 square-foot administrative office building, a 24,699 square foot warehouse, and associated parking areas on a 10.25-acre campus. To develop these uses requires

the existing zoning and underlying Future Land Uses be amended to the requested institutional classifications.

The Future Land Use request is considered a small-scale Future Land Use amendment and will not require review by FloridaCommerce and other state and local agencies.

SURROUNDING USES

Uses surrounding the subject area include woodlands and agricultural buildings to the north, woodlands and pasture land to the east and south, and woodlands and single-family residential to the west across Buckeye Loop Road.

INFRASTRUCTURE

City potable water and wastewater infrastructure is located along Buckeye Loop Road. The table below illustrates the potential impacts of the proposed administrative 36,750 square-foot office and 24,699 square foot warehouse for the City's Water Department on supporting infrastructure.

Potable Water and Wastewater Utilities (as of August 31, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	2,450,000	14,748	2,435,252	2,166,500	268,752
Wastewater Plant 3	2,906,000	12,978	2,893,022	1,030,900	1,862,122

Transportation (Background Data from Polk TPO)
Measured in PM Peak-Hour Trips

Roadway	3-year Average Capacity	Projected Demands from this Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Buckeye Loop Road NB	415	27	388	208	180
Buckeye Loop Road SB	432	25	407	199	208

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are*

approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The subject area is designated as Neighborhood Suburban and Neighborhood Support by the 2035 Future Land Use Map. The requested Institutional Future Land Use is consistent with the subject area's proposed use as the City's Water Department office and warehouse facility. Additionally, the requested PI zoning district is consistent with the requested Institutional Future Land Use and proposed use of the property.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance withSection 166.041 (4) (a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Infrastructure Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The amendment to Institutional Future Land Use is consistent with the proposed use of the property as an administrative office and operations area for the City's Water Department. Additionally, there are additional institutional properties located along Buckeye Loop Road within one-half mile of the subject property which are designated as Institutional;

- The assignment of PI zoning is consistent with the requested Institutional Future Land Use and the proposed use of the property as an administrative office and operations area for the City's Water Department, and;

- At this time, there is sufficient water, wastewater, and roadway capacity to support development of the proposed Water Department office and warehouse facility.

RECOMMENDATION

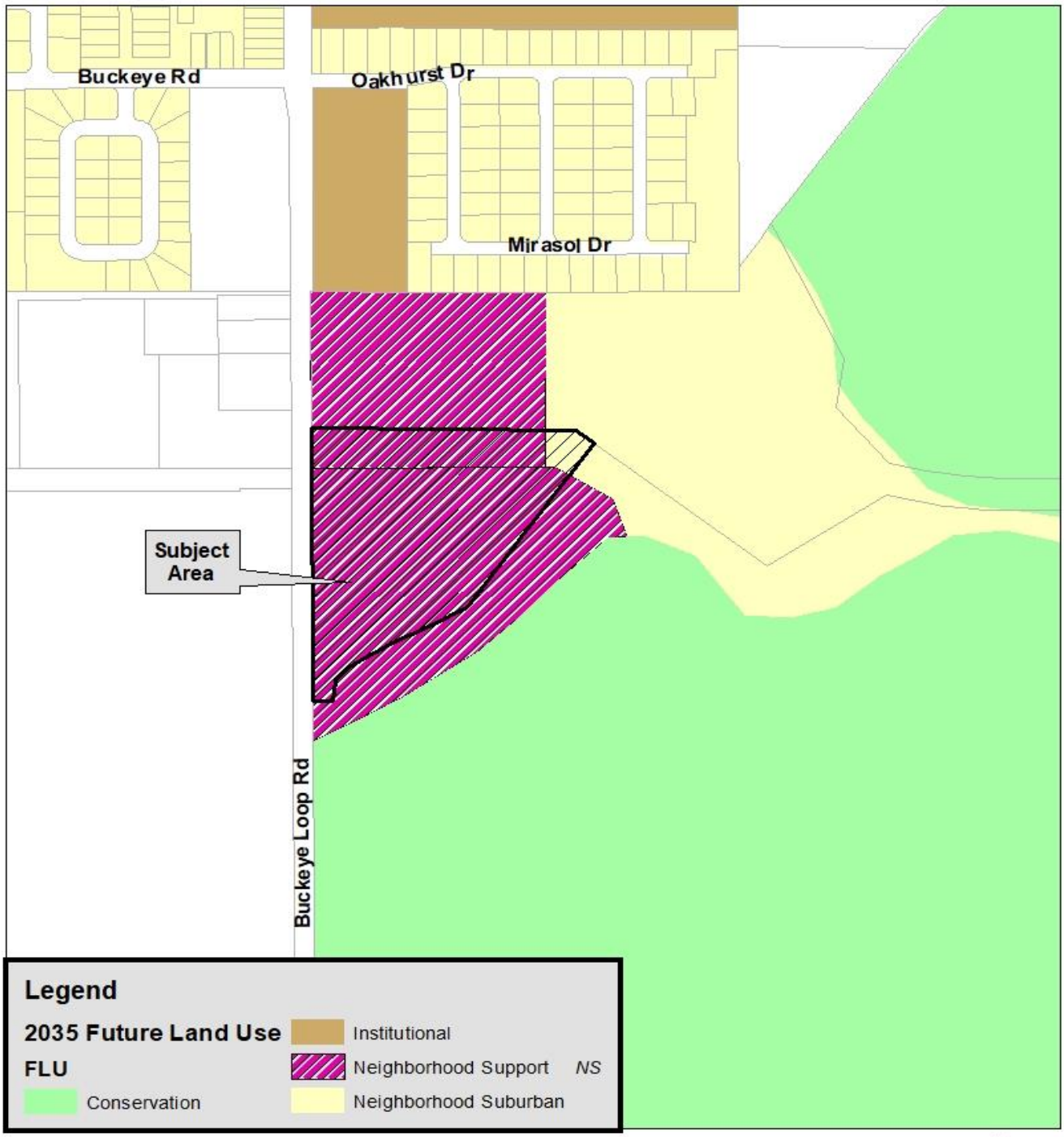
Staff recommends the City Commission approve Ordinances O-25-34 and O-25-35.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Business Impact Statement for Ordinances O-25-34 and O-25-35
- Ordinance O-25-34 (Future Land Use)
- Ordinance O-25-35 (Zoning)

City of Winter Haven
Economic Opportunity & Community Investment

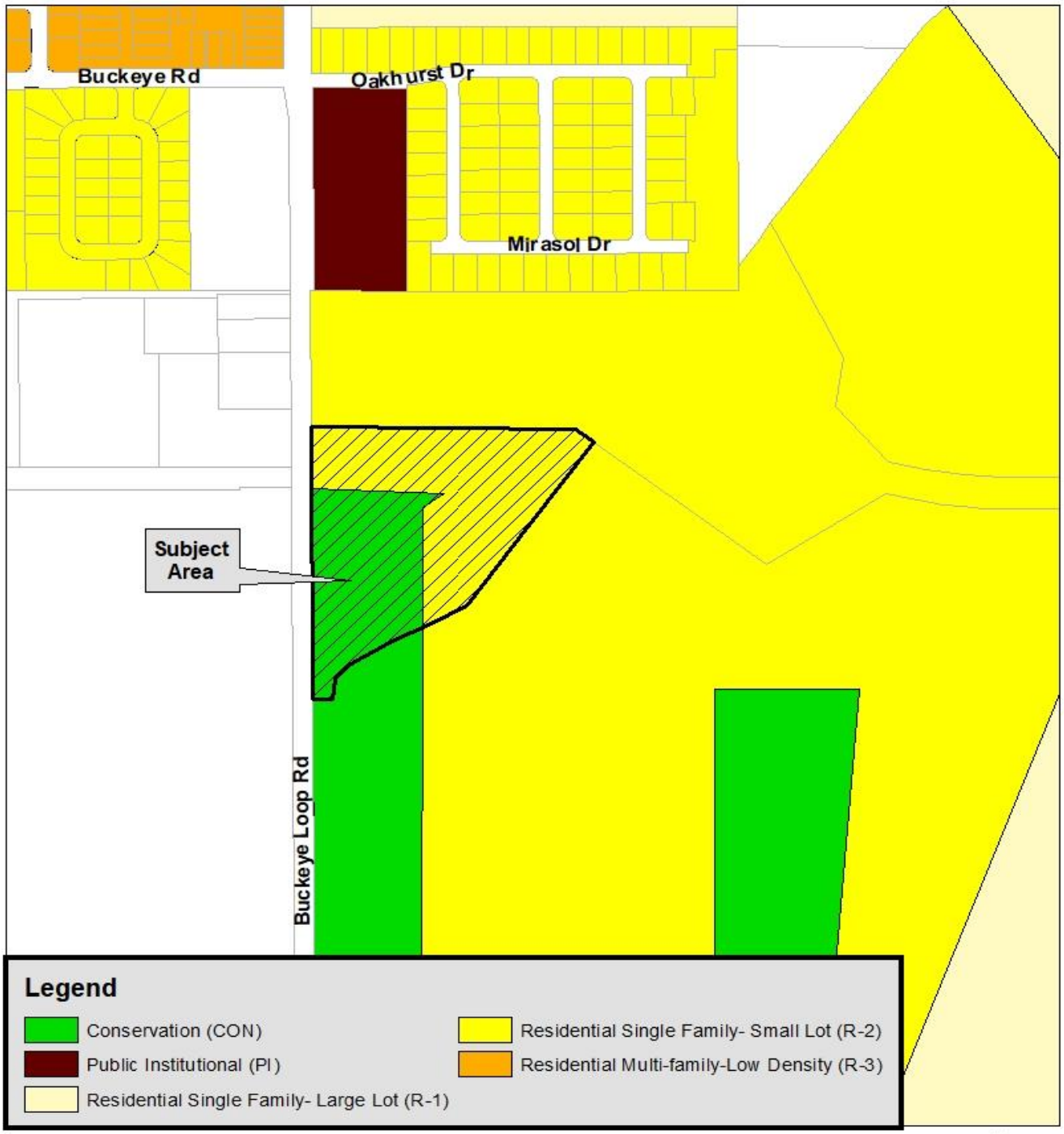
Future Land Use Map
O-25-34 and O-25-35



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.

City of Winter Haven
Economic Opportunity & Community Investment

Zoning Map
O-25-34 and O-25-35



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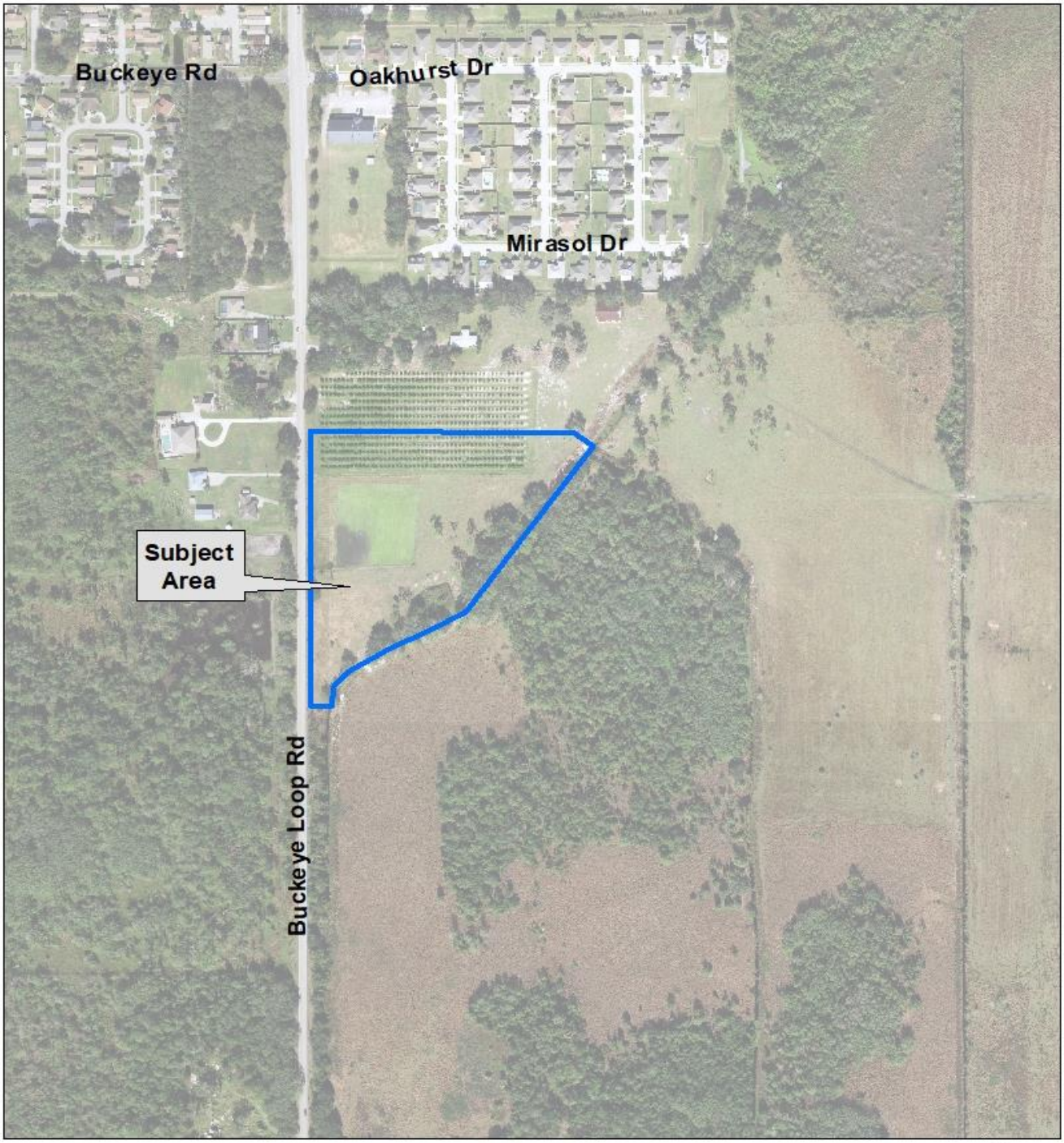
City of Winter Haven
Economic Opportunity & Community Investment

Aerial Map
O-25-34 and O-25-35



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Business Impact Statement for Ordinances O-25-34 and O-25-35

Proposed Ordinances O-25-34 and O-25-35 amend the Future Land Use and zoning designations on a portion of a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's water and wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-34 and O-25-35 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-34 and O-25-35. There are no new charges or fees associated with Ordinances O-25-34 and O-25-35 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-34 and O-25-35. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-34

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON A PORTION OF A CITY-OWNED PARCEL FROM NEIGHBORHOOD SUBURBAN AND NEIGHBORHOOD SUPPORT FUTURE LAND USES TO INSTITUTIONAL FUTURE LAND USE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject area is generally located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven;

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by amending the Future Land Use on a portion of a parcel from "Neighborhood Suburban" and "Neighborhood Support" Future Land Uses to "Institutional" Future Land Use as shown on Exhibit "A" as classified by the City of Winter Haven's Future Land Use Element.

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

3. 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. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399

INTRODUCED on first reading/transmittal public hearing this 10th day of November, 2025.

PASSED on second reading/adoption public hearing this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

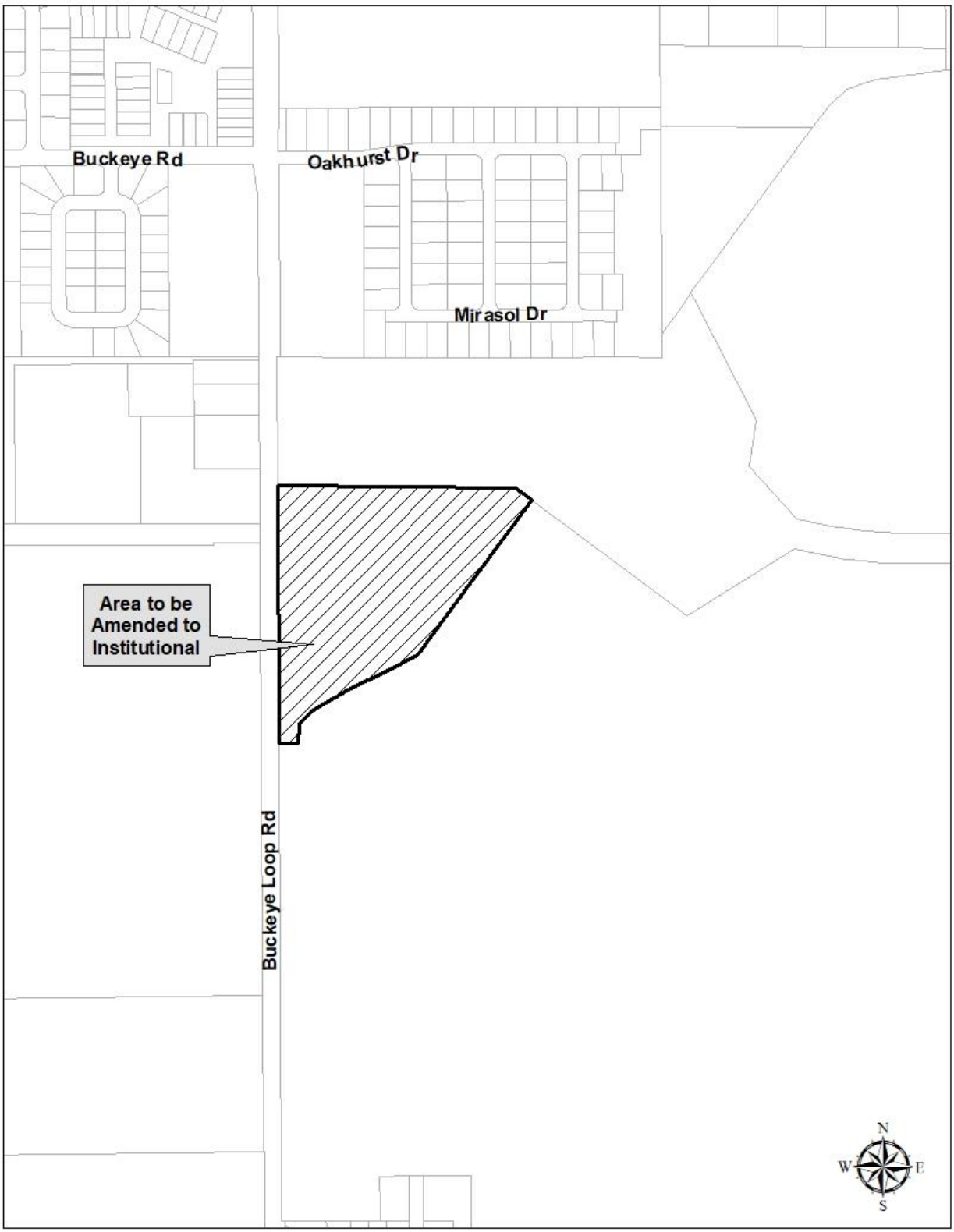
Approved as to form:

_____

CITY ATTORNEY

Frederick J. Murphy, Jr.

Exhibit “A”


Buckeye Rd
Oakhurst Dr
Mirasol Dr
Area to be Amended to Institutional
Buckeye Loop Rd
N
W
E
S

DATE: October 14, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-34:** Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres; and

Ordinance O-25-35: Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. General Location: The subject area is located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.

BACKGROUND

The City of Winter Haven, petitioner, requests the City amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use, and to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district. The area subject to this request is located along the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The subject area contains 10.25± acres consisting of a citrus grove and pasture lands.

In December 2023, the City purchased 370± acres generally located along the east side of Buckeye Loop Road and south of the Country Club Trails Subdivision. The property was purchased with the intent of creating a surface water storage and recharge area as identified in the One Water Master Plan, and as a new location for the City's Water Department administrative offices and work area. The Water Department proposes to develop a 36,750 square-foot administrative office building, a 24,699 square foot warehouse, and associated parking areas on a 10.25-acre campus. To develop these uses requires

the existing zoning and underlying Future Land Uses be amended to the requested institutional classifications.

The Future Land Use request is considered a small-scale Future Land Use amendment and will not require review by FloridaCommerce and other state and local agencies.

SURROUNDING USES

Uses surrounding the subject area include woodlands and agricultural buildings to the north, woodlands and pasture land to the east and south, and woodlands and single-family residential to the west across Buckeye Loop Road.

INFRASTRUCTURE

City potable water and wastewater infrastructure is located along Buckeye Loop Road. The table below illustrates the potential impacts of the proposed administrative 36,750 square-foot office and 24,699 square foot warehouse for the City's Water Department on supporting infrastructure.

Potable Water and Wastewater Utilities (as of August 31, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	2,450,000	14,748	2,435,252	2,166,500	268,752
Wastewater Plant 3	2,906,000	12,978	2,893,022	1,030,900	1,862,122

Transportation (Background Data from Polk TPO)
Measured in PM Peak-Hour Trips

Roadway	3-year Average Capacity	Projected Demands from this Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Buckeye Loop Road NB	415	27	388	208	180
Buckeye Loop Road SB	432	25	407	199	208

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are*

approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The subject area is designated as Neighborhood Suburban and Neighborhood Support by the 2035 Future Land Use Map. The requested Institutional Future Land Use is consistent with the subject area's proposed use as the City's Water Department office and warehouse facility. Additionally, the requested PI zoning district is consistent with the requested Institutional Future Land Use and proposed use of the property.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by the City as the property owner. In accordance withSection 166.041 (4) (a) of the Florida Statutes, although these are ordinances initiated by an application by the City in its capacity as the owner of the subject lands, out of an an abundance of caution, a Business Impact Estimate is provided as an attachment.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Infrastructure Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 7, 2025 regular meeting, voted to recommend approval of these requests. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The amendment to Institutional Future Land Use is consistent with the proposed use of the property as an administrative office and operations area for the City's Water Department. Additionally, there are additional institutional properties located along Buckeye Loop Road within one-half mile of the subject property which are designated as Institutional;

- The assignment of PI zoning is consistent with the requested Institutional Future Land Use and the proposed use of the property as an administrative office and operations area for the City's Water Department, and;

- At this time, there is sufficient water, wastewater, and roadway capacity to support development of the proposed Water Department office and warehouse facility.

RECOMMENDATION

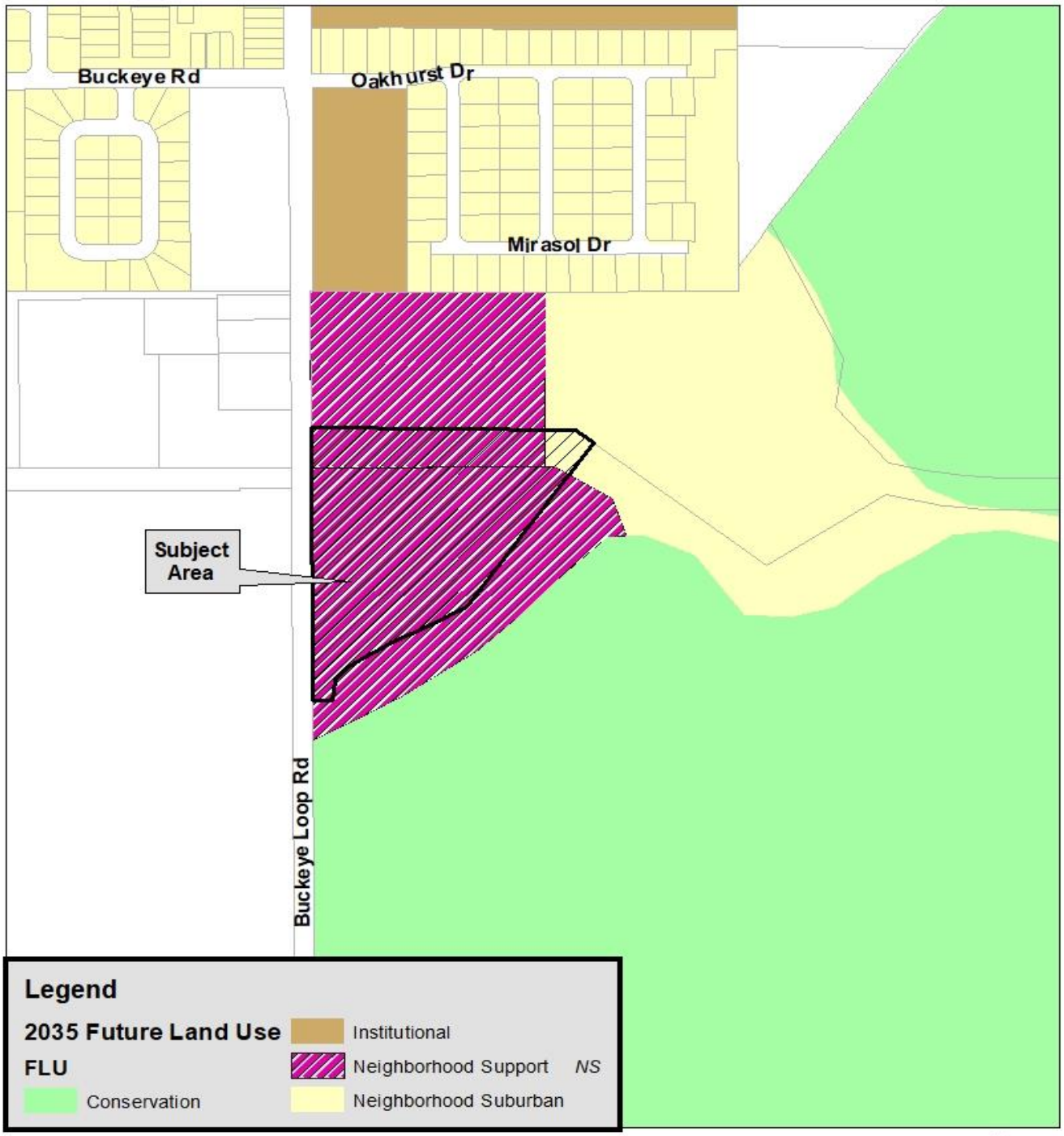
Staff recommends the City Commission approve Ordinances O-25-34 and O-25-35.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Business Impact Statement for Ordinances O-25-34 and O-25-35
- Ordinance O-25-34 (Future Land Use)
- Ordinance O-25-35 (Zoning)

City of Winter Haven
Economic Opportunity & Community Investment

Future Land Use Map
O-25-34 and O-25-35



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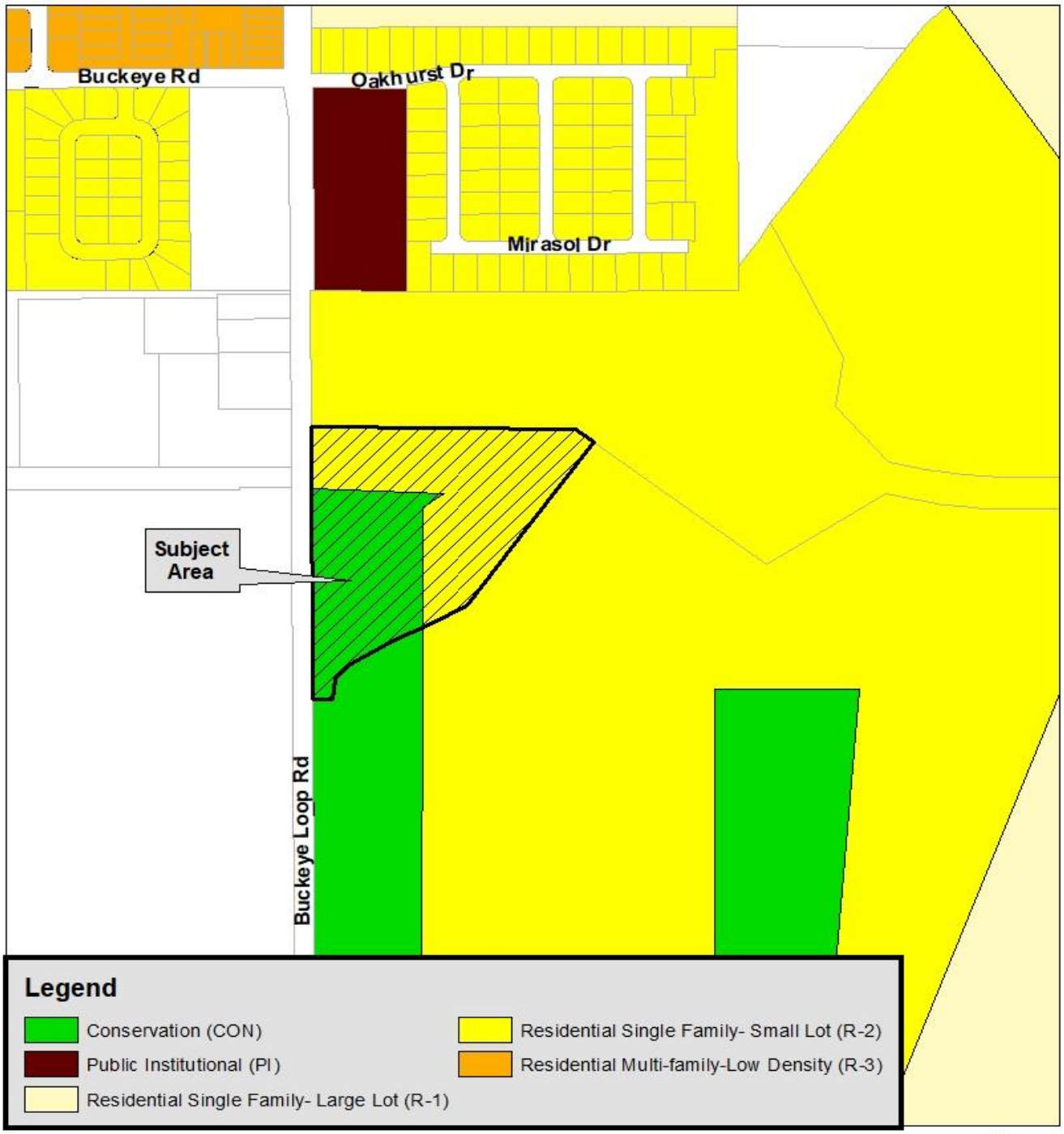
City of Winter Haven
Economic Opportunity & Community Investment

Zoning Map
O-25-34 and O-25-35



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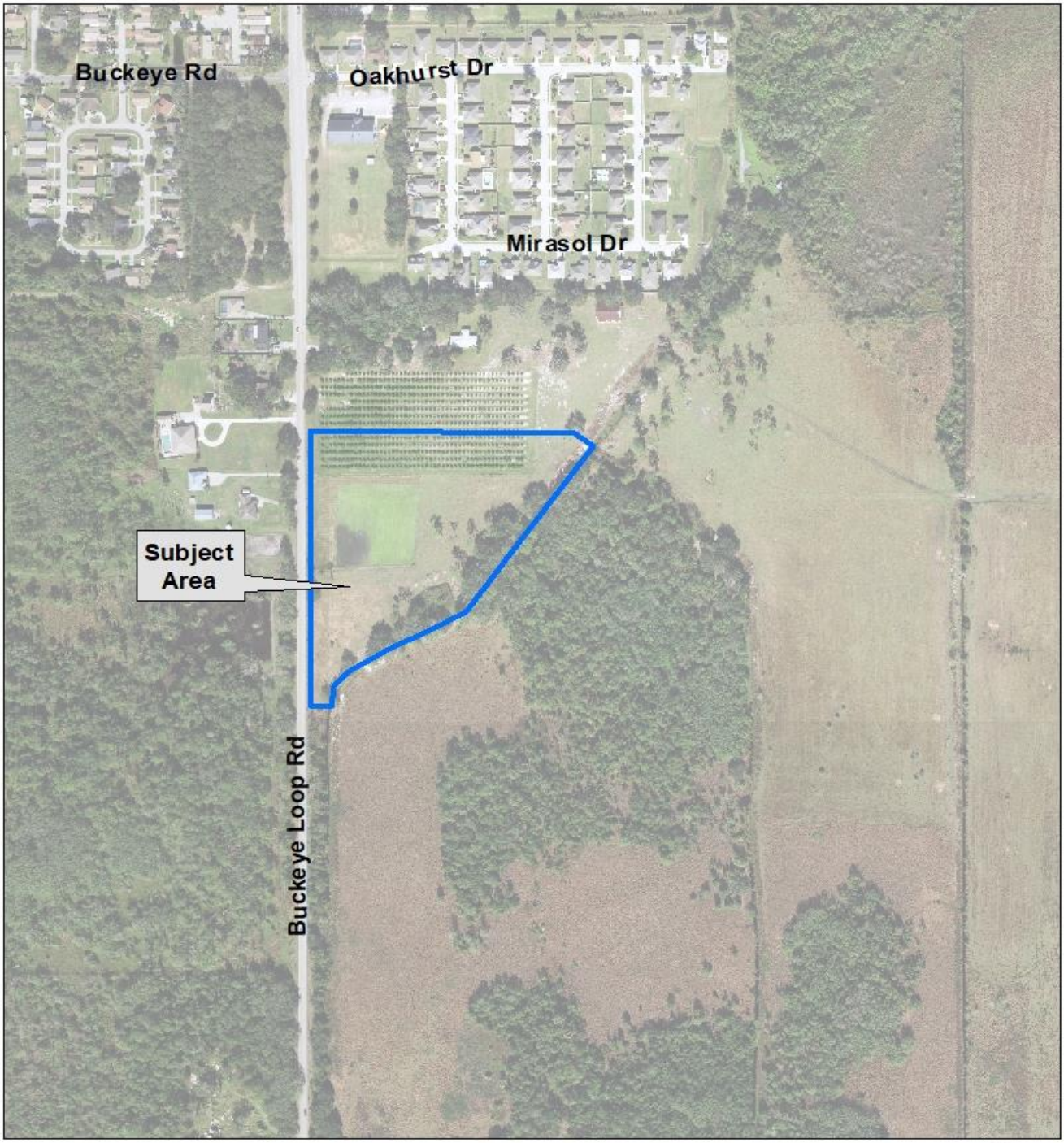
City of Winter Haven
Economic Opportunity & Community Investment

Aerial Map
O-25-34 and O-25-35



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Business Impact Statement for Ordinances O-25-34 and O-25-35

Proposed Ordinances O-25-34 and O-25-35 amend the Future Land Use and zoning designations on a portion of a City-owned parcel to allow use of the property for specific governmental purposes relating to the operation of the City's water and wastewater utilities. There are no anticipated compliance costs associated with Ordinances O-25-34 and O-25-35 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinances O-25-34 and O-25-35. There are no new charges or fees associated with Ordinances O-25-34 and O-25-35 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinances O-25-34 and O-25-35. These Ordinances will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-25-35

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PORTION OF A CITY-OWNED PARCEL FROM SINGLE-FAMILY RESIDENTIAL- SMALL LOT (R-2) AND CONSERVATION (CN) ZONING DISTIRCTS TO PUBLIC INSTITUTIONAL (PI) ZONING DISTRICT; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject area is generally located on the east side of Buckeye Loop Road, approximately 1,100 feet south of Oakhurst Drive. The area covered by this request is 10.25± acres.)

WHEREAS, there has been a request to assign zoning to the properties described below, and;

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

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

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, as Public Institutional (PI) zoning district.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-34; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 10th day of November, 2025.

PASSED on second reading this 24th day of November, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

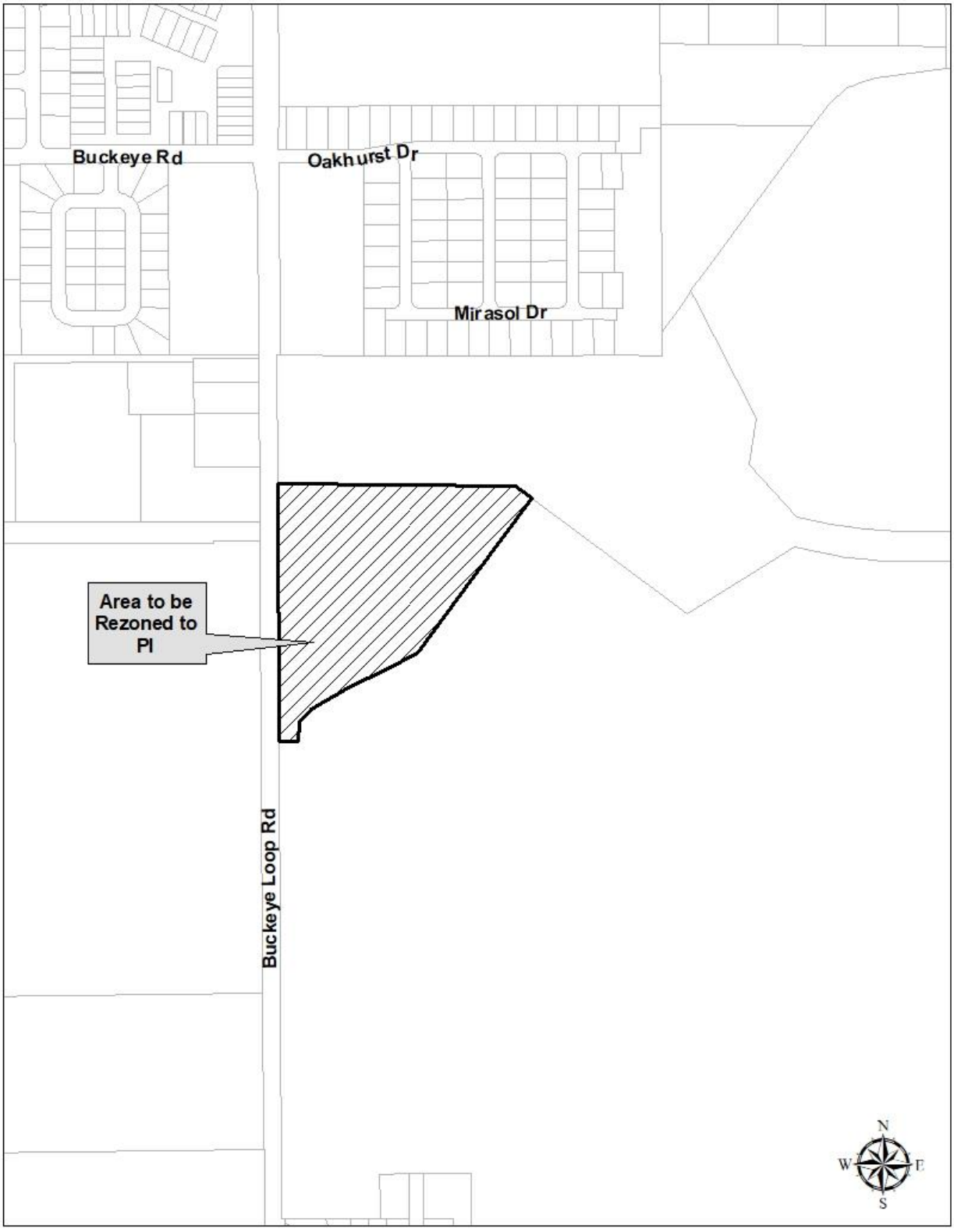
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


Buckeye Rd
Oakhurst Dr
Mirasol Dr
Area to be Rezoned to PI
Buckeye Loop Rd
N
W
E
S

DATE: October 31, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Savannah Winstanley, Ecosystem & Asset Analyst

SUBJECT: Urban Forestry Advisory Board (UFAB) Member Appointment – Citizen Seat 1

BACKGROUND

The City's Urban Forestry Advisory Board (UFAB) was implemented to aid the City in its long-term goal of urban Forestry improvement, to act in an advisory capacity to City staff on urban Forestry projects. The board is comprised of seven (7) members, two (2) of which are to be "at large members" to represent a commercial and an environmental organization or interest.

Due to the departure of two members from the UFAB, there are two vacant citizen member seats. Arlin Arbeiter submitted his application for consideration in May 2025. Following a review and interview process, Mr. Arbeiter, was presented to the Board as a candidate to fill Citizen Seat 1. The current term for this vacant seat expires in February 2026, at which time renewal for an additional three-year term would be considered.

The second vacancy will continue to be advertised, and any applications received will be reviewed for consideration.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Environmental Stewardship
- **Goal:** 4.1 – Implement Strategies to support a more robust Urban Forest.

RECOMMENDATION

Staff recommends that the City Commission appoint Arlin Arbeiter to Citizen Seat 1 of the Urban Forestry Advisory Board for the remainder of the current term, which is eligible for renewal in February 2026.

ATTACHMENT

- Board/Committee Application for Arlin Arbeiter

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Urban Forestry Advisory Committee

2) _____

3) _____

Name: Arbeiter Arlin
(Last) (First) (Middle)

Address: (Home) 19 Lake Link Dr SE Winter Haven, FL 33884

(Mailing) _____

(Office) _____

Phone: (Home/Cell) 8632838156/8632581687 (Office) _____

(Email) arlin3@verizon.net (Fax) _____

Employer: Retired from Grace Luthjeran Church and School, Winter Haven

Position: Teacher Years/Months: 40 yrs

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ☐	No ●

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee? Yes ☐ No ●

How long have you lived in Winter Haven? Years/Months: 52/8

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

When I moved to Winter Haven, I admired the beautiful tree lined street, The trees are disappearing at a rapid rate, I realize hurricanes have taken many of them, Many more are taken by homeowner's fear of damage and by progressive developers, I see a need to do what I can to preserve and plant for the future generations,

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I was a science teacher and a Boy Scout Leader for about 40 years in Winter Haven, I camped and canoed throughout the state and many other parts of the country. I enjoy the outdoors and being a part of the environment. I do landscaping for my church and the entryway to our Lake Llnk neighborhood. Rodney Chauncey is my neighbor and he suggested I contact the city. I would like to be a part of something that makes a difference.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

None

REFERENCES:

Name	Address	Phone
Rodney Chauncey	6 Peachtree Lane Winter Haven Fl	8633262465
Ken Taylor 17 Lake Link DR SE		8633979209
Roger Walker 21 Lake Link DR SE#		8632979118

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 5/02/25

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: November 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Department Works Director
Todd Gooding, Assistant Public Works Director
Dustin Everitt, Natural Resources Manager

SUBJECT: Interlocal Agreement with Polk Board of County Commissioners and Conveyance of Conservation Easement for the "Astute Property"

BACKGROUND

On July 14, 2025, the Winter Haven City Commission authorized staff to proceed with the acquisition of the "Astute Property," located southwest of the intersection of U.S. Highway 17 North and U.S. Highway 92 West (Parcel ID 262808000000013030 and 262805000000024010), by approving a purchase and sale agreement with the Astute Financial Corporation for $1,400,000. The closing of the City's purchase will occur on November 17, 2025. The property consists of approximately 152.67 acres, encompassing roughly 130 acres of freshwater wetlands and 22.67 acres of uplands. It represents one of the largest remaining natural tracts within the city limits and serves a critical hydrological function, filtering and detaining surface water before it enters the Winter Haven Chain of Lakes and ultimately the Peace Creek Basin.

This acquisition preserves a property long identified by City staff as a high priority for conservation and environmental protection due to its location, ecological value, and contribution to water quality. Its permanent protection will help maintain the health of adjacent waterbodies and provide opportunities for future restoration, habitat enhancement, and passive recreational access.

The Polk County Board of County Commissioners (Polk County BoCC) has agreed to share in the cost of the property acquisition by reimbursing the City $600,000 in exchange for the conveyance of a Conservation Easement over the property. The Interlocal Agreement between the City of Winter Haven and Polk County formalizes this shared investment and establishes the framework for long-term protection of the site through a recorded Conservation Easement. Under the agreement, the total purchase price of $1,400,000 will be funded through an $800,000 City contribution (plus closing costs) and a $600,000 County reimbursement to be made following the recording of the Conservation Easement. The County will hold and enforce the Conservation Easement, while the City will retain

ownership and serve as the primary land manager responsible for maintenance, stewardship, and ecological management.

Importantly, the terms of both the Interlocal Agreement and the Conservation Easement preserve the City's ability to utilize the property for its intended public purpose, including conservation, ecological management, and resource-based recreation such as hiking trails, wildlife viewing, and environmental education. These provisions ensure that the land remains permanently protected while also accessible for compatible community use.

FINANCIAL IMPACT

Upon approval of the Interlocal Agreement and Conservation Easement, the City will be reimbursed $600,000 by Polk County's Stormwater Municipal Services Taxing Unit (MSTU) after the Conservation Easement is executed and recorded. The City has funded the purchase and related closing costs through the Stormwater Fund and will remit payment of $1,400,000 for the property at closing.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Environmental Stewardship
- **Goal:** 4.3 – Continue to monitor lakes and implement proactive strategies for lake management.
- **Goal:** 4.4 – Integrate the elements of the One Water philosophy to ensure a balance between water supply and nature.
- **Strategy:** 4.4.2 – Continue to explore acquisition and/or activation opportunities of propriety parcels that significantly benefit sustainable water resource initiatives.
- **Goal:** 4.5 – Ensure equitable access to natural amenities.

RECOMMENDATION

Staff recommends that the City Commission approve the Interlocal Agreement and Conservation Easement with the Polk County BoCC and authorize the Mayor, other City Officials, and the City Manager, or his designee, as appropriate, to execute the Interlocal Agreement and Conservation Easement, ensure recordation of the Conservation Easement related to the "Astute Property," in the public records of Polk County, Florida, and authorize all other necessary actions thereto to secure reimbursement from the Polk County BoCC and related matters.

ATTACHMENTS

- Interlocal Agreement with Polk County
- Conservation Easement for Parcel Numbers:

262805000000024010/042010 and 262808000000013030/032050

- Property Boundary Map

INTERLOCAL AGREEMENT

This Interlocal Agreement (herein referred to as "AGREEMENT") entered into on _____ (hereafter the "Effective Date") between Polk County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and the City of Winter Haven, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes certain public agencies to enter into Interlocal Agreements for their mutual benefit; and

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") MS4; permitting authority, and the Florida Department of Environmental Protection (FDEP), expects local governments to work jointly, where applicable, to improve the water quality of impaired waterbodies;

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP, pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists Lake Pansy (Water Body Identification Number [WBID] 1488Y) and Lake Rochelle (Water Body Identification Number [WBID] 1488B) as impaired; and

WHEREAS, the CITY and the COUNTY are each responsible for a portion of the ongoing and historical pollutant load to Lake Pansy and Lake Rochelle from their respective Municipal Separate Storm Sewer System (MS4); and

WHEREAS, Lake Pansy, being impaired, based on Biology, requires measures to be taken to improve the waterbody; and

WHEREAS, Lake Rochelle, being impaired, based on Biology, Total Nitrogen, and Total Phosphorous, requires measures to be taken to improve the waterbody; and

WHEREAS, the COUNTY and the CITY will work together to protect and enhance wetlands on the east side of Lake Pansy as depicted in Exhibit A attached hereto and incorporated herein by reference and more particularly described in the legal description set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the CITY has negotiated a purchase price of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) for the Property and shall be responsible for any and all closing costs and due diligence associated with the purchase transaction which transaction is scheduled to close on November 17, 2025; and

WHEREAS, the COUNTY agrees to contribute SIX HUNDRED THOUSAND DOLLARS ($600,000) from the Stormwater Municipal Service Taxing Unit (MSTU), by way of reimbursement to the CITY and the CITY agrees to fund the entire purchase price in the amount of ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) for the acquisition of the Property plus applicable closing costs as hereinafter stated so as to close on November 17, 2025. The COUNTY's contribution towards the acquisition shall be paid to the CITY via a check payable to the City of Winter Haven, Florida, in the amount of SIX HUNDRED THOUSAND DOLLARS ($600,000) ("County Funds") and delivered to the City Attorney, Frederick J. Murphy, Jr., whose address is Boswell & Dunlap LLP, 245 S. Central Avenue, Bartow, FL 33830, within a reasonable amount of time after the Board of County

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Commissioner's (BOCC's) and the City's approval and execution of this Agreement and upon receipt of the County Funds, the City Attorney shall deliver a Conservation Easement ("Easement") over the Property in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference as fully executed by the CITY as well as copies of the CITY's closing documents to the County Attorney's office via hand delivery to Heather Bryan, Assistant County Attorney at 330 W. Church Street, Bartow, Florida 33830, so that all COUNTY signatories on the Easement may be obtained and the fully executed Easement returned to the City Attorney; and

WHEREAS, upon receipt of the fully executed Easement by the City Attorney he shall within two (2) business days record the Easement in the Public Records of Polk County, Florida at the CITY's expense and deliver the County Funds to the CITY; and

WHEREAS, the COUNTY has previously incurred the costs for the appraisals and title search reports (the "Reports") regarding the Property which have been provided to the CITY. In consideration for the County Funds and Reports, the CITY has agreed to grant an Easement, in substantially the same form as attached hereto as Exhibit "C" and incorporated herein by reference which Easement shall be recorded in the public records of Polk County, Florida, at the City's expense after receipt of the County Funds and within two (2) business days from the delivery of the fully executed Easement to the City Attorney;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

ARTICLE I: INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual basis for entry into this Agreement between the COUNTY and CITY.

ARTICLE II: PURPOSE

The Property is being purchased primarily for the important wetland system within the Winter Haven Chain of Lakes Region, specifically:

1. Conservation of Critical Wetlands;
2. Preservation of Living Shoreline;
3. Maintain and Improve Water Quality;
4. Ability to Enhance Wildlife Habitat

ARTICLE III: CONDITIONS

1) The purchase price for acquisition of the Property is ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000), which is supported by the Supplemental Appraisal Standards for the Board of Trustees per Florida Department of Environmental Protection (FDEP) appraisal policy, based on an estimated acreage and shall be apportioned between the parties as follows, where the maximum is:
    i. CITY An amount not to exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000), plus any associated closing costs
    ii. COUNTY An amount not to exceed SIX HUNDRED THOUSAND DOLLARS ($600,000), to be reimbursed to the City after closing as more specifically set forth in

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the ninth Whereas clause of this Agreement which Whereas clause is incorporated herein by reference.

2) Certain pre-acquisition and acquisition related cost associated with the transactions shall be paid as follows:
    i. COUNTY Up to one hundred percent (100%) of the two (2) appraisals and review appraisal costs.
    ii. CITY Up to one hundred percent (100%) of all other costs attributable to the Buyer under the Agreements and to record the Easement in the Public Records of Polk County, Florida.
3) The CITY and the COUNTY's obligations to fund their specified portions of the purchase price and closing costs for purchase of the Property and recording of the Easement are contingent upon the closing of the purchase of the Property by the CITY and receipt by the COUNTY's legal counsel of the closing documents associated with the CITY's purchase of the Property, and is further contingent upon the availability of funding from sources acceptable to the CITY and the COUNTY. Payment by the CITY at closing and by the COUNTY (via reimbursement to the CITY) after the closing shall evidence approval of all such matters related to closing and the Easement running in favor of the County.
4) The CITY will assume primary management responsibility for the Property in accordance with the terms of the written and recorded Easement, which shall be executed by the CITY and COUNTY upon the CITY and COUNTY's approval and execution of this Agreement. Contemporaneously with recording the Easement in the Public Records of Polk County, Florida, but no more than two (2) business days after recording the Easement, the City Attorney shall deliver the County Funds to the City. The COUNTY will assume primary monitoring and enforcement responsibilities under the terms of the Easement.
5) Title to the Easement shall be held solely in the name of the COUNTY.
6) This Agreement may only be modified or extended in time by a written instrument, mutually accepted by the Parties and executed with the same formality as this Agreement. No oral modifications will be effective or binding. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written amendments hereto, the provisions of the latest executed instrument shall take precedence.
7) If any Party defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the Party receives written notice of the default from a non-defaulting Party, then the non-defaulting Party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting Party (after expiration of the foregoing cure period), and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
8) Nothing contained in this Agreement or any instruments executed pursuant to the terms of this Agreement shall be construed or interpreted as a waiver of any right, privilege, or immunity, whether in contract or tort, that the CITY or the COUNTY may enjoy under the doctrine of sovereign immunity, or the limitations of liability set forth in Section 768.28, Florida Statutes, and any amendments thereto.
9) This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Polk County. The Parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in or for the Tenth Judicial Circuit, in Polk County, Florida.

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10) Each Party shall be responsible for its own legal and attorney's fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement.
11) For all purposes of this Agreement, the "Effective Date" hereof shall mean the date when the last of COUNTY or the CITY has executed the same.
12) The Agreement will expire one year from the Effective Date or upon closing of the purchase transaction contemplated herein, whichever is sooner.
13) This Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.
14) All clauses contained herein shall act independently of each other. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
15) This Agreement, including referenced plans, exhibits, and attachments hereto, shall constitute the entire agreement between the Parties and shall supersede, replace, and nullify any and all prior agreements or understandings, either written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

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SIGNATURES APPEAR ON FOLLOWING PAGES

APPROVED BY:

FOR COUNTY:

_____ _____

Chairman - Board of County Commissioners DATE

APPROVED AS TO FORM AND LEGALITY:

_____ _____

County Attorney DATE

ATTEST:

_____ _____

Clerk of the Courts DATE

FOR THE CITY:

_____ _____

DATE

_____ _____

DATE

APPROVED AS TO FORM AND LEGALITY:

_____ _____

City Attorney DATE

ATTEST:

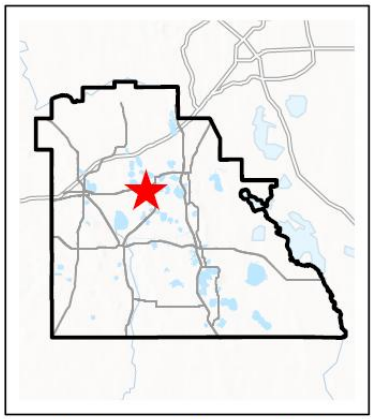
_____ _____

City Clerk

DRAFT

EXHIBIT “A”

PROPERTY OVERVIEW



Astute Financial Land Trust Boundary

Astute Boundary

Road

Address: US HIGHWAY 92 W
Winter Haven, FL 33881

Final boundary determined by survey

Parcel ID Numbers:
262805000000024010
262805000000042010
262805000000024030
262808000000013030 (a portion of this parcel determined upon survey)

N
W E
S

Date Created: 5/29/2025

POLK COUNTY
PARKS AND NATURAL RESOURCES

EXHIBIT “B”

LEGAL DESCRIPTION

The South 1/2 of the SW 1/4 less right-of-way for State Road 600; all that part of the South 1/2 of U.S. Government lot 3 which lies West of the Seaboard Coastline Railroad less right-of-way for State Road 555 lying in Section 5, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 2 lying west of the State Road 555 and north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 3 lying north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

LESS that part of U.S. Government Lots 2 and 3 lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida, being further described as follows: Commence at the Northwest corner of the South one-half of U.S. Government Lot 3 in Section 8, Township 28 South, Range 26 East, Polk County, Florida, run thence South along the West boundary of said Lot 3, 128.70 feet, thence East, 124.74 feet, thence South 09°57'00” West, 25.45 feet to a point on the Southerly right-of-way of Brigham Road, thence North 88°06'21" East along said right-of-way, 529.35 feet, to the P.C. of a curve concave to the Southwest having a radius of 255.00 feet, thence continue along said right-of-way and said curve through a central angle of 43°31'39”, an arc distance of 193.72 feet, a chord distance of 189.10 feet, a chord bearing of South 69°07'49" East to the P.T. of said curve, thence continue along said right-of-way, South 47°22'00" East, 561.68 feet, thence continue along said right-of-way, South 89°34'00” East, 756.44 feet to its intersection with the Westerly right-of-way of U.S. 17, thence North 00°45'45” East, along said right-of-way, 50.00 feet to a point on the Northerly right-of-way of

Brigham Road and the POINT OF BEGINNING. Run thence North 00°45'46” East, along the Westerly right-of-way of U.S. 17, 425.00 feet, thence North 89°34'00” West, parallel with Brigham Road leaving said right-of-way, 950.00 feet, thence South 00°45'46” West parallel with the Westerly right-of-way of U.S. 17, 233.25 feet to a point on the Northeasterly right-of-way of Brigham Road, thence South 47°22'00" East along said right-of-way, 285.46 feet, thence continue along said right-of-way, South 89°34'00" East, 737.43 feet to the POINT OF BEGINNING. Containing 8.80 acres, more or less;

LESS Florida Department of Transportation Borrow Pit Lying in Section 8, Township 28 South, Range 25 East, Polk County, Florida, as depicted on Florida Department of Transportation Right of Way Map for State Road 555 (U.S. 17) Section 16030-2503;

AND LESS that part of U.S. Government Lot 3 lying north of the right-of-way for Brigham Road (formerly known as Elfenbein Road), lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida being further described as follows: BEGIN at the northwest corner of the South 1/2 of said U.S. Government Lot 3 for the POINT OF BEGINNING; thence North 00°47'54" West, along the west line of said Lot 3, a distance of 496.88 feet; thence North 89°12'06" East, 340.49 feet; thence South 47°41'52" East, 524.06 feet; thence South 89°53'52" East, 334.67 feet; thence South 00°29'15" West, 210.42 feet to the northwest corner of a parcel described in Official Records Book 8518, Page 441, Public Records of Polk County, Florida; thence continue South 00°29'15" West, along the west line of said parcel, 239.01 feet to the northerly right-of-way line of Brigham Road; thence along said northerly right-of-way line for the following four (4) courses; (1) thence North 47°22'00" West, 282.39 feet to a point on a non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 44°31'39", a chord bearing of North 69°37'49" West, and a chord distance of 208.38

feet; (2) thence Northwesterly along the arc of said curve, 213.72 feet; (3) thence South 88°06'21" West, 464.56 feet; (4) thence North 88°26'39" West, 183.96 feet to the aforesaid west line of U.S. Government Lot 3; thence North 00°47'54" West, along said west line, 47.71 feet to the POINT OF BEGINNING. Said parcel containing 9.84 acres, more or less.

Combined lands containing 6,650,118.35 square feet (152.67 acres), more or less.

EXHIBIT “C”

CONSERVATION EASEMENT

Project Name: EL-102-23, Astute Financial Conservation Trust

Prepared by:
Wade Allen
330 W Church St.
Bartow, FL 33830

When Recorded Return To:
Tabitha Biehl
4177 Ben Durrance Road
Bartow FL 33830

Parcel ID Numbers:
262805-000000-024010/042010 &
262808-000000-013030/032050

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (“Easement”) is made the ____ day of _____, 2025, by the City of Winter Haven**,** a Florida municipal corporation, whose address is 451 3rd Street NW, Winter Haven, FL 33881 ("Grantor"), in favor of Polk County, a political subdivision of the State of Florida, ("Grantee");

The Grantor and the Grantee are sometimes referred to in this Easement individually as the "Party" or collectively as the "Parties."

DEFINITIONS

For purposes of this Easement, the following terms, when capitalized, shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein it shall be defined according to the Comprehensive Plan and/or Zoning Ordinances of the City of Winter Haven, Florida, and/or relevant Polk County Future Land Use and/or Land Development Regulations in effect at that time, or if not defined in said Ordinances and/or Future Land Use and/or Land Development Regulations, according to the law governing the interpretation of contracts as applicable in the State of Florida.

Act: Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantee.

Baseline: The Baseline Documentation ("Baseline") is the report with an effective date of x/xx/2025 which can be found in the offices of Polk County Parks and Natural Resources Division located at 4177 Ben Durrance Road, Bartow, FL 33830.

Boundary: Please see Exhibit A, legal description.

Building: An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, or any use or activity.

Building Envelope: An area described on Exhibit C to this Easement, within which the right to construct or locate Structures is Reserved on the Property by this Easement.

Code and Regulations: The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.

Commercial: Making, or intending, to make a profit. Collection of fees from the public for use of the Property by a governmental agency shall not be deemed commercial.

Day or days: Calendar Days, not business days.

Effective Date: The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

Environmental Law: Any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of

conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

Grantee: Polk County, a political subdivision of the State of Florida including Grantee's successors and permitted assigns, in title to this Easement.

Grantor: City of Winter Haven, and its successors and/or assigns the Grantor's invitees, and the Grantor's successors in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

Ground Area: The square footage of a Structure, or Improvement (including any combination thereof), as measured at the exterior of the foundation (perimeter load-bearing) walls and/or piers thereof or, if there are no such foundation walls or piers, the square footage of ground covered by such feature.

Hazardous Materials: Any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Impervious surface: Any surface paved with concrete, asphalt, chip and seal, and the like, but excluding loose gravel, wood chips or packed earth, and the Ground Area of any Building, Structure or Improvement. Impervious Surface shall not be deemed to include Roads, Utilities or fencing.

Improvements: Man-made additions to the Property and/ or man-made changes in topography, ***excluding*** Structures, Roads and Utilities, as defined herein, but ***including*** berms, ditches, ponds, fountains, pools (including swimming pools), tennis courts, fencing, pipes, pipelines, culverts, mailboxes, gates, gate posts, signs, decks, hunting stands and blinds, and patios.

Indemnified Parties: The Grantee's officers, employees, board members, partners, members, beneficiaries, trustees, successors, and permitted assigns, as the case may be.

Industrial Activity: The manufacturing, production, assembling, altering, formulating, repairing,

renovating, ornamenting, finishing, cleaning, washing, dismantling, transforming, processing, recycling, adapting or servicing of, or the research and development of, any goods, substances, food, products or articles.

New: Occurring after the Effective Date.

Paragraph: The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a Paragraph, if any, unless otherwise specifically stated.

Pathway: A grass, dirt, or wood-chip pathway not to exceed eight (8) feet in width for pedestrian and/ or equestrian use.

Prescribed Burn: The controlled application of fire by qualified persons under appropriate weather conditions to maintain or restore the health of ecosystems that depend upon fire.

Property: The real property subject to this Easement as more particularly described in the legal description contained in Exhibit A. Even though the Property consists of multiple adjoining parcels; for all purposes of this Easement the Property shall be considered one (1) parcel.

Reserved: A use of the Property that is expressly Reserved by the Grantor as a right under the terms of this Easement.

Road: A road not to exceed thirty (30) feet in width that may be paved, or provided with some other all-weather surface**.**

Structure: An assembly of materials forming a construction, including, among other things, Buildings, platforms, observation towers, water tanks, trestles, piers, open sheds, energy generators, or temporary Structures having no foundation or footing, but excluding Improvements.

Vehicle Trail: A one or two-track trail (to consist of dirt, wood chip, or loose gravel surface) not to exceed ten (10) feet in width.

Utility: A facility for the provision of infrastructure services including wells, water storage tanks; septic systems; electricity, internet, television, and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy; equipment used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass; but excluding wind generators, micro-hydro installations, and cell towers, unless otherwise expressly Reserved on the Property by the terms of this Easement.

Upland: High land that encompasses areas above the mean high-water line that includes soils such as Smyrna and Myakka Fine Sands, Basinger Mucky Fine Sands and Adams Fine Sands.

Said Upland area is depicted on Exhibit C to this Easement and incorporated herein by reference.

Wetland: Low land that encompasses areas below the mean high-water line that includes soils such as Hontoon Muck, and Samsula Muck. Said Wetland area is depicted on Exhibit C to this Easement and incorporated herein by reference.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of the Property, and desires to grant to the Grantee, for the public purposes identified herein, this Easement over the Property and more specifically described in the legal description in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Grantee is an organization authorized under the provisions of §704.06, Florida Statutes to hold conservation easements, and is an "eligible donee" and a "qualified organization" under § 170(h)(3) of the Code; and is willing, as acknowledged by the signature of its Board Chair below, to accept this Easement over the Property; and

WHEREAS, the Property qualifies as open space the preservation of which by this Easement will preserve the Property for the scenic enjoyment of the general public yielding a significant public benefit; and

WHEREAS, the Property qualifies as open space the preservation of which is pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit; and

WHEREAS, the Comprehensive Verified List published by the Florida Department of Environmental Protection (FDEP) pursuant to the Impaired Waters Rule, (Chapter 62-303, FAC, as amended) lists Lake Pansy (Water Body Identification Number [WBID] 1488Y) and Lake Rochelle (Water Body Identification Number [WBID] 1488B) as impaired; and

WHEREAS, Lake Pansy, being impaired, based on the following water quality parameter: biology, requires measures to be taken to improve the waterbody; and

WHEREAS, Lake Rochelle, being impaired, based on the following water quality parameters: biology, total nitrogen, and total phosphorous, requires measures to be taken to improve the waterbody; and

WHEREAS, the Property contains a significant relatively natural habitat in which a fish, wildlife, or plant community, or similar ecosystem exists; and

WHEREAS, the Property lies entirely within the City of Winter Haven's Planned Sapphire Necklace area as part of the City's One Water Master Plan; and

WHEREAS, the Property also lies within several conservation priority areas identified by the Florida Natural Areas Inventory, including the Strategic Habitat Conservation Area (Priority 1-6); and

WHEREAS, the Property provides important water resource protection for the Winter Haven Chain of Lakes and

WHEREAS, the Florida Natural Areas Inventory identifies the Property as a priority area for Aquifer Recharge (Priority 2, 3, and 4) and; Significant Surface Water Features (Priority 5 and 6); and

WHEREAS, the Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural values and scenic characteristics of the Property described in these Recitals, and in the Baseline; collectively, the "Conservation Values" of the Property; and

WHEREAS, the Grantee has examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and has determined that acceptance of this Easement, and the commitment of the resources of the Grantee to the stewardship of this Easement in perpetuity, is in the best interests of the residents of the City of Winter Haven, Florida and Polk County, the State of Florida, and the United States, and that such preservation will result in a significant public benefit; and

WHEREAS, the Grantor further intends, as owner of the Property, to grant to the Grantee the right to preserve and protect the Conservation Values in perpetuity as defined herein; and

WHEREAS, the granting of this Easement over the Property is in furtherance of the clearly delineated governmental conservation policies of Polk County, Florida; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of this generation and the generations to come; and

WHEREAS, this Easement irrevocably and unconditionally conveys a real property interest in the Property to the Grantee, and in exchange the Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity. The Parties recognize that acceptance of the responsibility to permanently monitor and enforce such restrictions represents a substantial commitment of time and financial resources by the Grantee; and

WHEREAS, the Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land, and bind all future owners of the Property and any portion thereof and interest therein, and that this Easement shall be enforceable by the Grantee, in perpetuity.

1. **DURATION OF EASEMENT**

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee and its successors and permitted assigns, against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents, and licensees.

2. **PURPOSE OF EASEMENT**

It is the purpose of this Easement to assure that the Property will be retained forever in its natural, scenic, wooded condition to provide a relatively natural habitat for fish, wildlife, plants or similar ecosystems, and to preserve portions of the Property as nature based recreation that sustains for the long term both the economic and conservation values of the Property and its environs, through management guided by the following principles:

- Conservation of critical wetlands
- Preservation of living shoreline
- Maintain and improve water quality
- Provide stormwater treatment
- Maintenance and enhancement of wildlife habitat
- Protection of surface water quality, the Floridan Aquifer, wetlands, and riparian areas
- Maintenance of existing upland/wetland natural communities
- Restoration of disturbed upland/wetland natural communities

The above purposes are hereinafter sometimes referred to as "the Conservation Purposes". Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the Conservation Purposes of this Easement.

3. **Grantor Rights**

The following uses and activities ("uses" and "activities" as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, <u>in each case,</u> that such uses shall be undertaken in a manner that is consistent with the Conservation Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a Reserved use is conditioned upon prior approval from the Grantee.

3.1 <u>Structures, Building Envelopes, and Building Design</u>

To construct, locate, own, use, lease (for use consistent with the provisions with the Easement), maintain, repair, renovate, remove, relocate, replace and reconstruct Structures and/or Improvements on the Property, subject to the following provisions:

3.1.1 Use of Existing and Reserved Structures. The Baseline identifies the existing Structures and/or Improvements on the Property. The Grantor Reserves the rights to use these Structures and/or Improvements in their Current locations, and to use any additional Structures and/or Improvements expressly Reserved on the Property by the terms of this Easement, subject to the following provisions:

3.1.2 Building Envelope and the Use of Building Envelope. Exhibit C depicts an area of the Property, the boundaries of which are identified through the use of GPS coordinates, on which the Grantor may construct improvements and/or non-commercial structures directly related to recreational activities.

3.1.3 Unless otherwise permitted by the terms of this Easement all structures on the Property shall be located within the designated Building Envelope. No existing structure may be relocated from its current location unless it is relocated to the Building Envelope.

3.1.4 Prior to commencing any work on any new structures and/or improvements the Grantor shall physically locate and mark on the ground the proposed improvement/structure and the boundaries of the Building Envelope, and notify the Grantee in writing.

3.2 Minor Improvements

The Grantor Reserves the right to make minor Improvements, such as but not limited to mailboxes, entrance gates and posts, fencing, drainage ditches, culverts, wildlife observation platforms, walking paths, boardwalks and benches for sitting, anywhere on the Property, except as expressly prohibited by other terms of this Easement.

3.3 Utilities

The Grantor Reserves the rights to locate, use, maintain, repair, remove, and/ or relocate, Utilities within the Building Envelope.

3.4 Roads, Pathways, and Vehicle Trails

3.4.1 The right to create management access road(s), trails and firebreaks, to use, maintain and repair existing roads, trails, firebreaks and food plots, if any, provided roads, trails, and firebreaks shall not be paved with either pervious or impervious materials; provided however, stabilizing materials, such as crushed concrete, lime rock, or marl or clay, may be utilized on existing roads and trails to prevent erosion. Existing asphalt

pavement at the time of the Report may be repaired and resurfaced. Maintenance and repair of culverts and hard-bottom crossings is permitted, and any existing culverts may be replaced with hard-bottom crossings. Existing roads and trails may be retrofitted with water catchment and turnout bars to prevent erosion as determined by the Grantor. Roads and trails shall be used as firebreaks where practical.

3.4.2 Areas disturbed for the construction or relocation of Roads, vehicle trails, and/ or pathways, which areas are not to be permanently occupied by a Road, vehicle trail or pathway, shall be restored back to the condition it was prior to the construction of the Road, vehicle trail or pathway. In the event of the relocation of any Road, vehicle trail or pathway, the area originally occupied by such feature shall be restored to a condition that is consistent with the purposes of this Easement.

3.4.3 Grantor may install temporary firebreaks in the event of a wildfire or when conditions require an isolated burn. Grantor shall level out the plowed soil sufficiently to encourage natural regeneration of native vegetation.

3.5 Fences and Other Similar Structures

The Grantor Reserves the rights to repair, replace, maintain, improve or remove existing fencing as the Grantor deems necessary to secure the Property. The Grantor may also construct New fences to protect the Property, and/ or as part of a restoration effort, provided that any such New fences do not lead to increased wildlife mortality, decreased wildlife access, or significantly harm the Conservation Values. New fences may be maintained, repaired, replaced or removed by the Grantor.

3.5.1 Signs

The Grantor Reserves the right to locate signs on the Property for the sole purposes of: (1) stating the name of owners of the Property, the name of the Property, and/ or the address of the Property; (2) giving directions to visitors and providing regulations or guidelines; (3) providing warnings pertaining to trespassing, hunting, dangerous conditions; (4) notifying the public that the Property is subject to this Easement (5) educating the public on the water and natural resources. No sign shall exceed nine (9) feet per side, and no sign shall be internally lighted.

3.5.2 Billboards

Grantee acknowledges that Property currently contains three (3) existing billboards which are allowed to remain and be maintained on the Property. Grantor shall retain all rights to refurbish, repair, and maintain said billboards, and shall be entitled to any revenues generated thereby; however, no new billboards shall be constructed or installed on the Property.

3.6 Use and Parking of Vehicles

Vehicles may be parked on a permanent, long-term or short-term basis within the Building Envelope, and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement. Vehicles and equipment necessary for restoration and land management activities are allowed.

3.7 Habitat Enhancement

The Grantor Reserves the rights to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property.

3.7.1 Restoration

In addition to landscaping Reserved within the Building Envelope, the Grantor Reserves the rights to plant and maintain native, non-noxious, plant species for the purpose of maintaining Existing plant and animal habitat.

3.7.2 Grantor shall have the right to participate in natural resources mitigation and restoration projects. Grantor shall have the right to make landscape changes including earthwork and plant community alterations for purposes for creation, enhancement and restoration of natural resources.

3.7.3 The right to maintain or restore the existing natural upland (wetland/both) communities on the Property, as depicted in the Baseline; or the right to restore the disturbed upland (wetland/both) to its native condition by engaging in activities that may include, but are not limited to, removal of invasive non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species in consultation with qualified public or private land management agencies.

3.8 Removal of Vegetation, and Invasive Speciesimals

3.8.1 The Grantor Reserves the right to remove trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements. In addition, the Grantor Reserves the right to clear vegetation (i) to maintain permitted Roads, vehicle trails, walking paths, and boardwalks; (ii) for fire prevention; and/or (iii) to stop the spread of insect infestation or disease.

3.8.2 Subject to the availability of funds, the Grantor shall use reasonable efforts to eradicate or control non-native invasive species and shall not, nor allow others to, plant or grow plants: 1) listed by the Florida Invasive Species Council (FISC) as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); 2) listed in Federal Noxious Weed List

(7CFR360, as may be amended); 3) listed in the Prohibited Aquatic Weed List (62C-52 F.A.C.); 4) listed in the State of Florida Noxious Weed List (5B-57 F.A.C.); 5) listed in a successor list to any of the above lists; or 6) a similar list contained in the Plan. (1 through 6 shall collectively be considered listed exotic or nuisance species).

3.8.3 Cutting, spraying with biocides, using approved biocontrols and removal of invasive non-native species shall be undertaken in a manner that avoids negative impacts to natural areas, minimizes soil erosion, siltation, or pollution of any waterbody.

3.9 Brush, Piles etc.

The Grantor Reserves the rights to create brush piles, provided that all materials contained in such piles are generated on the Property. Such brush piles may be burned.

3.10 Ponds

The Grantor Reserves the right to use and maintain ponds on the Property and to create ponds required within the Building Envelope 3.1.2.

3.11 Grading and Filling

The Grantor Reserves the right to grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantee, or to such other condition as the Grantee may approve in writing, upon the completion or non-seasonally related interruption of such work exceeding sixty (60) Days.

3.12 Pesticide and Fertilizer Use

Intentionally omitted.

3.12.1 The Grantor also Reserves the right to use fertilizer to maintain landscaping within the Building Envelope. Fertilizer shall be applied in accordance with the product label and according to agricultural best or improved management practices recommended by the U.S. Natural Resources Conservation Service, or the Florida Department of Agriculture and Consumer Services, whichever is more stringent, as those best management practices may be amended from time to time.

3.13 Recreational Use

3.13.1 The Grantor Reserves the rights to use the Property for non-Commercial and public recreational uses such as hiking, hunting, fishing, wildlife observation, photography, or other traditional non-motorized, non-Commercial recreational activities.

4. **Prohibited Uses.**
In general, the Grantor hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes and are prohibited; except as expressly Reserved in Paragraph 3, Grantor Rights:

4.1 Structures and Improvements. The construction or placement of any Structures or Improvements on the Property.

4.2 Removal of Vegetation. The removal, destruction, or cutting of vegetation on the Property.

4.3 Alteration of Habitat. The alteration of habitat.

4.4 Grading and Filling. Grading, filling, and any other alteration of the Existing topography of the Property.

4.5 Introduction of Non-native Species. The introduction of non-native plant or animal species on the Property.

4.6 Use of Chemicals. The use of chemicals on the Property, except expressed reserved in section 3.12.

4.7 Roads, etc. The construction of any Roads, vehicle trails, or pathways on the Property, except expressed reserved in section 3.4.

4.8 Use of Vehicles The non-emergency use of motorized vehicles or aircraft on the Property, except expressed reserved in section 3.6.

4.9 Land Division. The division or de facto division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property.

4.10 Agriculture Use. The location or operation of agricultural uses or occupations on the Property.

4.11 Mining and Mineral Extraction. Mining by strip or surface mining (including the extraction or removal of gravel, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances), or any other method, and drilling and exploring for oil and/or gas, the recovery of coal-bed methane, on the Property except as may have been reserved to the State of Florida.

4.12 Commercial Activity. Undertaking any Commercial Activity on the Property.

4.13 Industrial Activity. Undertaking any Industrial Activity on the Property.

4.14 Outdoor Storage and Dumping. The outdoor storage of materials, and the long-term parking and/or storage of equipment and/or vehicles (not to preclude temporary parking of vehicles actively engaged in work on the Property and/or as may be associated with reserved recreational use of the Property), and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee pursuant to this, or any other provision of this Easement, with respect to the Property, be construed as having liability as an "owner or operator" or other "responsible party" within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar federal, state, or local laws.

4.15 Animal Slaughter. The slaughter of animals on Property.

4.16 Alcohol Production. Alcohol Production on the Property.

4.17 Kennels. The construction, placement or use of any kennels on the Property.

4.18 Conveyance of Property. The Grantor is expressly prohibited from conveying the Property without the prior written approval of the Grantee, which approval may be withheld at the sole discretion of the Grantee.

4.19 Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance as reasonably determined by Grantee.

5. **Rights of the Grantee.**

To carry out the Conservation Purposes the following rights are conveyed to the Grantee by this Conservation Easement:

5.1 Entry for Monitoring and Enforcement. The rights to enter the Property to monitor the

use of the Property and to enforce compliance with the terms of this Easement. The Grantee's right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantee shall give no less than seven (7) Days prior written notice to at least one (1) of the then owners of the Property, or to such owners' designated agent.

5.1.1 Upon written or verbal notice to the Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the rare plant and animal

populations, plant communities, and natural habitats on the Property. A written summary of findings shall be provided to the Grantor.

5.1.2 With Grantor's approval and at Grantee's sole expense, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Property by the Grantor. Grantor shall be allowed to participate in all such observations and studies; and

5.1.3 Removing or controlling invasive plants or animals, at no additional cost to Grantor upon Grantor's consent, and at Grantee's option and sole expense.

5.2 Access to the Property Without Notice. The rights to enter the Property without notice if (i) the Grantee determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) if the then owner of the Property has not provided the Grantee with an address to which such notice can be provided.

5.2.1 However, in the event of entry without notice, the Grantee shall limit its actions to those necessary to mitigate or prevent, said violation or imminent violation. In addition, in the event of entry without notice pursuant to provision (i) of this Paragraph 5.2, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

5.2.2 To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

5.3 Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost.

5.4 Intent to Sell. Intentionally omitted

6. **Baseline Documentation**.

Baseline Documentation ("Baseline"), attached as Exhibit B, describes the Existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any

controversy regarding compliance.

7. Grantee's Remedies

7.1 Remedies. If Grantee reasonably determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within said period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Provided, however, Grantee shall not be entitled to indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, statute, products liability, strict liability, contribution, indemnity, statute, or otherwise.

7.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3 Waiver of Certain Defenses. Grantor hereby waives any defense of estoppel, adverse possession, or prescription.

7.4 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7.5 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its directors, officers, employees, agents, and the heirs, personal representatives, successors, and permitted assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraph 10.1 and 10.2 ; and (3) the existence or administration of this Easement. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

8. **Payment of Costs, Taxes or Assessments**

8.1 Payment of Costs of Operation, etc. The Grantor shall bear all costs of operation, upkeep, and maintenance of the Property.

8.2 Payment of Taxes. The Grantor shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3 Indemnification. The Grantor shall indemnify the Grantee and the Indemnified Parties from any liability or expenses incurred by the Grantee in connection with the payment of the costs and/or taxes that are the subject of this Paragraph. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

9. **Limitation on Liability**

9.1 A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party.

9.2 Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the event of a lease of all or any portion of the Property.

9.3 Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

9.4 Limitation of Grantee Rights / Liability. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, arranger or operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Grantor or becoming involved in management decisions of the Grantor regarding the generation, handling or disposal of hazardous substances. Grantee's liability is limited as provided in Section 704.06(1), Florida Statutes, and Section 768.28, Florida Statutes. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Protected Property, except as may be expressly provided herein.

10. **General Indemnification.** Grantor shall indemnify and hold harmless Grantee, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee may be subject or incur, which arise from, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement Deed, or violations of any and all federal, state, or local laws, including all environmental laws. Grantee shall act as independent contractors and not as employees or agents of the Grantor in the event Grantee enters the Protected Property in the performance of any actions to which it is entitled to perform hereunder. It is understood between the Grantor and Grantee that nothing herein is intended, nor shall be interpreted to waive or limit any rights that either of the Grantee, its appointees, officers, agents, and/or employees have pursuant to principles of sovereign immunity or any other applicable law. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

11. **Assignment by the Grantee**

11.1 Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another qualified organization or entity within the meaning of § 170(h)(3) of the IRS Code and the applicable Regulations, but only if the Grantee conditions such assignment on the requirement that all restrictions and Conservation Purposes set forth in this Easement shall be continued in perpetuity. Such assignment shall be recorded in the Official Records of Polk County, Florida.

11.2 The Grantee shall give thirty (30) Days written notice to the then owner of the Property prior to assigning this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding an assignee of this Easement, provided they are made known to the Grantee within said period. Such an assignee shall thereafter be referred to as a permitted assignee.

12.**Environmental Warranty.** The Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. The Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. The Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law. Provided however, by giving any hold harmless and/or indemnification hereunder, Grantor does not intend to waive its sovereign immunity under Florida law and/or the Grantor's limits of liability found in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, negligence, statute, product liability, strict liability, contribution, indemnity, or otherwise. Any such indemnification and/or hold harmless set forth herein is expressly subject to the Grantor's sovereign immunity under Florida law and/or the limits of Grantor's liability set forth in Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, negligence, products liability, strict liability, contribution, indemnity, or otherwise.

Furthermore, the Grantor warrants the information disclosed to Grantee regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate. Moreover, the Grantor hereby promises to hold harmless and indemnify the Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from

or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by the Grantor or any other prior owner of the Property.

The Grantor's indemnification obligation will not be affected by any authorizations provided by the Grantee to the Grantor with respect to the Property or any restoration activities carried out by the Grantee on the Property; provided, however, that the Grantee will be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

13. **Notice to the Grantee of Property Transfer.**
Intentionally omitted.

14. **Access and Control of Trespass**
Intentionally omitted.

15. **MISCELLANEOUS**

15.1 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.2 Recordation. Grantor shall record this instrument and any amendments in a timely fashion in the official records of Polk County, Florida, and may re-record it at any time as may be required to preserve its rights in this Easement.

15.3 Reference to Easement Required. Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest in (including a leasehold interest) in the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

16. **Liberal Construction**. Any general rule of construction to the contrary notwithstanding, this

Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of Section 704.06, Florida Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

Provided further the express provisions of this Easement shall be considered valid and binding.

16.1 Venue and Jurisdiction. The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Polk County, Florida, and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

16.2 Extinguishment of Development Rights. All current and future residential, commercial, industrial, and development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

16.3 Relation to Governmental Land Use Regulations. This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law, or ordinance, or regulation. Notwithstanding any other provision of this Easement, the land use regulations of Polk County, Florida, and/or the City of Winter Haven, Florida including their zoning ordinances and subdivision ordinances, shall apply to the Property and shall take precedence over this Easement to the extent that such regulations are more restrictive than the terins of this Easement. The fact that the Grantor has Reserved certain uses by the provisions of this Easement, shall not be deemed to allow or authorize any use that is inconsistent with such land use regulations.

16.4 Merger. The Grantor and the Grantee agree that in the event the Grantee acquires a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest but shall survive the deed and continue to encumber the Property.

17. Amendments. This Easement may be amended only if, in the sole and exclusive judgment of the Grantee, such amendment is consistent with the Conservation Purposes and complies with all applicable laws and regulations. The Grantor must provide timely written notice to the Grantee of any proposed amendments. Prior to the signing and recordation of the amended Easement, such amendment(s) must be mutually agreed upon by the Grantee and the Grantor. Any amendment of this Easement shall be recorded in the Office of the Clerk of the Circuit Court of Polk County, Florida.

17.1 Cost Recovery. The Parties hereby agree that the Grantee may recover from the Grantor its costs incurred in responding to requests initiated by the Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or Utility easements over the Property.

18. **Successors**. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and permitted assigns and shall continue as a servitude running in perpetuity with the Property.

19. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

WITNESS the following signatures beginning on the following page:

IN WITNESS WHEREOF, the parties hereto have each executed this Conservation Easement as of the respective dates shown below.

City of Winter Haven, a Florida municipal corporation

By: _____

_____, Mayor

Date: _____

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., Esquire
City Attorney

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me

by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by _____ as Mayor of the City of Winter Haven, on behalf of the Grantor, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires: _____

Print Name: _____

SEAL

Counter-part Signature Page Two of Two

POLK COUNTY, a political subdivision of the State of Florida, Grantee

By: _____ (SEAL)

T.R. Wilson, Chairman

STATE OF FLORIDA

COUNTY OF POLK

The forgoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization this _____ day of _____, 2025 by T.R. Wilson as Chairman of the Polk County Board of County Commissioners, on behalf of the Grantee, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public- State of Florida

Sign: _____

My Commission Expires _____

Print Name: _____

SEAL

Exhibit A

LEGAL DESCRIPTION

The South 1/2 of the SW 1/4 less right-of-way for State Road 600; all that part of the South 1/2 of U.S. Government lot 3 which lies West of the Seaboard Coastline Railroad less right-of-way for State Road 555 lying in Section 5, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 2 lying west of the State Road 555 and north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

All that part of U.S. Government Lot 3 lying north of the right-of-way for Elfenbein Road, lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida;

LESS that part of U.S. Government Lots 2 and 3 lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida, being further described as follows: Commence at the Northwest corner of the South one-half of U.S. Government Lot 3 in Section 8, Township 28 South, Range 26 East, Polk County, Florida, run thence South along the West boundary of said Lot 3, 128.70 feet, thence East, 124.74 feet, thence South 09°57'00" West, 25.45 feet to a point on the Southerly right-of-way of Brigham Road, thence North 88°06'21" East along said right-of-way, 529.35 feet, to the P.C. of a curve concave to the Southwest having a radius of 255.00 feet, thence continue along said right-of-way and said curve through a central angle of 43°31'39", an arc distance of 193.72 feet, a chord distance of 189.10 feet, a chord bearing of South 69°07'49" East to the P.T. of said curve, thence continue along said right-of-way, South 47°22'00" East, 561.68 feet, thence continue along said right-of-way, South 89°34'00" East, 756.44 feet to its intersection with the Westerly right-of-way of U.S. 17, thence North 00°45'45" East, along said right-of-way, 50.00 feet to a point on the Northerly right-of-way of Brigham

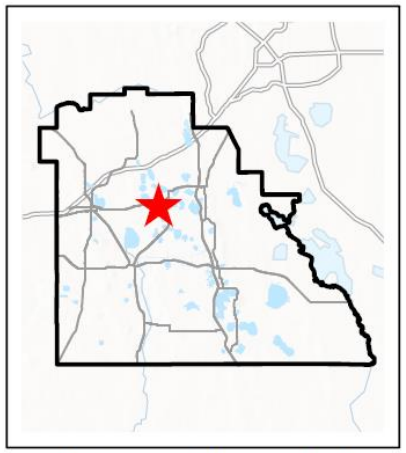
Road and the POINT OF BEGINNING. Run thence North 00°45'46" East, along the Westerly right-of-way of U.S. 17, 425.00 feet, thence North 89°34'00" West, parallel with Brigham Road leaving said right-of-way, 950.00 feet, thence South 00°45'46" West parallel with the Westerly right-of-way of U.S. 17, 233.25 feet to a point on the Northeasterly right-of-way of Brigham Road, thence South 47°22'00" East along said right-of-way, 285.46 feet, thence continue along said right-of-way, South 89°34'00" East, 737.43 feet to the POINT OF BEGINNING. Containing 8.80 acres, more or less;

LESS Florida Department of Transportation Borrow Pit Lying in Section 8, Township 28 South, Range 25 East, Polk County, Florida, as depicted on Florida Department of Transportation Right of Way Map for State Road 555 (U.S. 17) Section 16030-2503;

AND LESS that part of U.S. Government Lot 3 lying north of the right-of-way for Brigham Road (formerly known as Elfenbein Road), lying in Section 8, Township 28 South, Range 26 East, Polk County, Florida being further described as follows: BEGIN at the northwest corner of the South 1/2 of said U.S. Government Lot 3 for the POINT OF BEGINNING; thence North 00°47'54" West, along the west line of said Lot 3, a distance of 496.88 feet; thence North 89°12'06" East, 340.49 feet; thence South 47°41'52" East, 524.06 feet; thence South 89°53'52" East, 334.67 feet; thence South 00°29'15" West, 210.42 feet to the northwest corner of a parcel described in Official Records Book 8518, Page 441, Public Records of Polk County, Florida; thence continue South 00°29'15" West, along the west line of said parcel, 239.01 feet to the northerly right-of-way line of Brigham Road; thence along said northerly right-of-way line for the following four (4) courses; (1) thence North 47°22'00" West, 282.39 feet to a point on a non-tangent curve to the left, having a radius of 275.00 feet, a central angle of 44°31'39", a chord bearing of North 69°37'49"

West, and a chord distance of 208.38 feet; (2) thence Northwesterly along the arc of said curve, 213.72 feet; (3) thence South 88°06'21" West, 464.56 feet; (4) thence North 88°26'39" West, 183.96 feet to the aforesaid west line of U.S. Government Lot 3; thence North 00°47'54" West, along said west line, 47.71 feet to the POINT OF BEGINNING. Said parcel containing 9.84 acres, more or less.

Combined lands containing 6,650,118.35 square feet (152.67 acres), more or less.



Astute Financial Land Trust Boundary

Astute Boundary

Road

Address: US HIGHWAY 92 W
Winter Haven, FL 33881

Final boundary determined by survey

Parcel ID Numbers:
262805000000024010
262805000000042010
262805000000024030
262808000000013030 (a portion of this parcel determined upon survey)

0 0.13 0.25 0.5 Miles

N
W E
S

Date Created: 5/29/2025

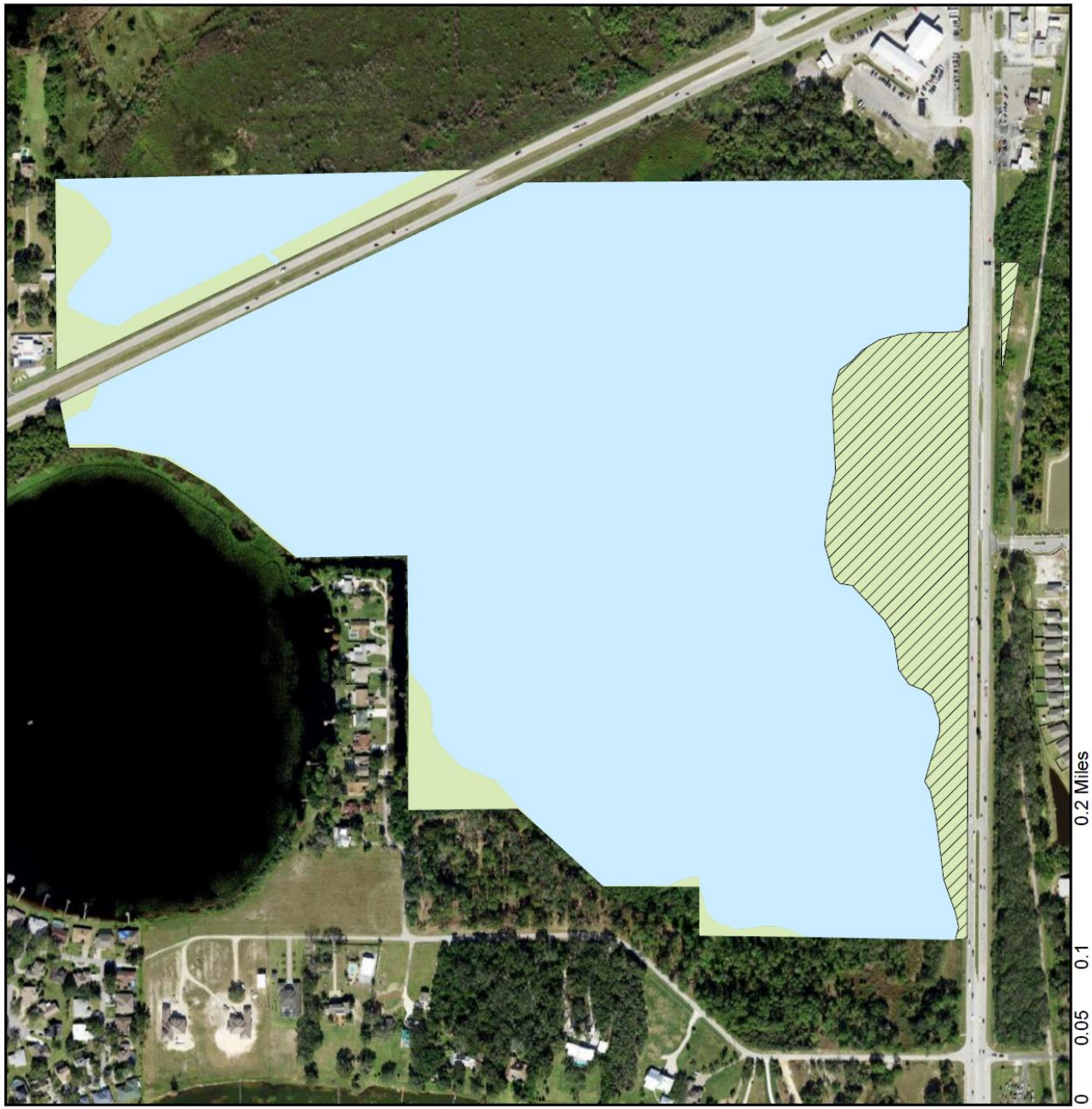
POLK COUNTY
PARKS AND NATURAL RESOURCES

Exhibit B

BASELINE DOCUMENT

Exhibit C

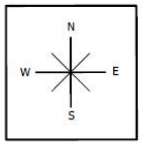
BUILDING ENVELOPE; UPLAND/ WETLAND MAP



Astute Conservation Land Trust

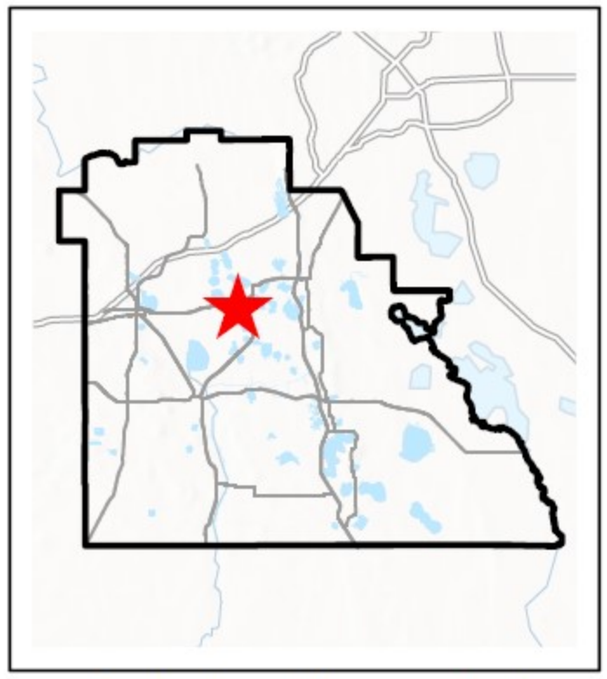
Wetlands (132.67 +/- acres)
Uplands (20 +/- acres)
Buildable Envelope (15 +/- Acres)

**Parcel boundaries and upland/wetland delineations shown on this map are approximate. A certified boundary survey should be used to determine actual property limits, and a professional wetland delineation should be used to verify upland and wetland boundaries.*



Date Created: 11/02/2025

POLK COUNTY
PARKS AND NATURAL RESOURCES



Astute Financial Land Trust Boundary

Astute Boundary

Road

Address: US HIGHWAY 92 W
Winter Haven, FL 33881

Final boundary determined by survey

Parcel ID Numbers:
262805000000024010
262805000000042010
262805000000024030
262808000000013030 (a portion of this parcel determined upon survey)

N
W
E
S

Date Created: 5/29/2025

POLK COUNTY
PARKS AND NATURAL RESOURCES

DATE: November 11, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: RFQ 25-40 – Award of Continuing Contracts for Planning & Engineering Services – Airport Projects

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BACKGROUND

A Request for Qualifications (RFQ 25-40) was issued August 20, 2025, seeking proposals from qualified firms to provide continuing planning and engineering services for airport-related projects. The deadline for submittals was September 23, 2025.

The City received proposals from six firms. On October 28, 2025, the Professional Services Committee (PSC) met to review and evaluate the submitted qualifications. After thorough review, the PSC finalized the rankings of the responding firms, selecting the top three.

1. Hanson Professional Services, Inc.
2. Infrastructure Consulting & Engineering, LLC
3. Mohsen Design Group, Inc. (MDG)

A Recommendation of Award for continuing contract services was posted October 28, 2025, with no protest received in response.

FINANCIAL IMPACT

There is no direct financial impact associated with this recommendation of award.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends the City Commission award Continuing Contracts for Planning & Engineering Services to Hanson Professional Services, Inc., Infrastructure Consulting & Engineering, LLC, and Mohsen Design Group, Inc. (MDG) respectively and authorize the City Manager, or his designee, to negotiate agreements with each and take all necessary actions related thereto.

ATTACHMENTS

- RFQ 25-40 Recommendation of Award
- RFQ 25-40 Bid Tabulation Sheet

OCTOBER 28, 2025

To: All firms submitting proposals for RFQ-25-40 Professional Engineering Consulting Services (CCNA) – Winter Haven Regional Airport

Attention Proposing Firms -

The City of Winter Haven's Professional Services Committee met to short-list and rank the responding firms' proposals. Proposals were ranked in the following order, with the top three ranked firms being recommended for award:

1. ***Hanson Professional Services, Inc. – Maitland, FL***
2. ***Infrastructure Consulting & Engineering, LLC (ICE) – Tampa, FL***
3. ***Mohsen Design Group, Inc. (MDG) – Tampa, FL***
4. Hoyle, Tanner & Associates, Inc. – Oviedo, FL
5. Woolpert, Inc. – Orlando, FL
6. Tigerbrain Engineering, Inc. – Oviedo, FL

We thank everyone for your proposals and your interest in working with the City of Winter Haven.

If you have any questions, do not hesitate to contact us at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

RFQ-25-40
September 23, 2025
City of Winter Haven
Tabulation of Proposals

Continuing Contract - Planning & Engineering Services - Airport Projects

Firms Submitting Proposals
Hanson Professinal Services, Inc.
Maitland, FL

In Association with:
Chastain-Skillman, LLC
The Lunz Group, LLC
Environmental Science Associates Corp

Firms Submitting Proposals
Infrastructure Consulting & Engieering, LLC
Tampa, FL

In Association with:
NV5 Geospatial
Simatron Solutions, LLC
Cypress Land Surveys, Inc.
The Ohmega Group, Inc.

Robel Engineering, Inc.

Engeering Professionals, Inc.
KBA Engineering, Inc.
Tierra, Inc.

Firms Submitting Proposals
Mohsen Design Group Inc. (MDG)
Tampa, FL

In Association with:
Jacobs
Environmental Science Associates
Tierra, Inc.
Northwest Surveying, Inc.
W.D. Schock Company, Inc.
dba The LTL-Schock Group -
aka The LTL-Team

Firms Submitting Proposals
Hoyle, Tanner & Associates, Inc.
Oviedo, FL

In Association with:
CivilSurv Design Group, Inc.
Madrid Engineering Group, Inc.
KMA Design Group, LLC

Firms Submitting Proposals
Woolpert, Inc.
Orlando, FL

In Association with:
Bermello Ajamil (A Woolpert Company)
R.A. Wiedemann & Associates, Inc.
EG Solutions
Master Consulting Engineers, Inc.
Tigerbrain Engineering

Firms Submitting Proposals
Tigerbrain Engineering, Inc.
Oviedo, FL

In Association with:
Environmental Science Associates (ESA)
All About Pavements (API)
Cape Design Engineering Co. (CDE)
Woolpert, Inc.

Prepared by: Bethany Owen

Date: October 28, 2025

DATE: November 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: Approval of the Third Amendment to the Land Lease made and entered into September 15, 2023 and as amended by and between the City of Winter Haven and Blue Line Aviation, LLC, and the First Amendment to the Temporary Land Lease entered into April 28, 2023 by and between the City of Winter Haven and Blue Line Aviation, LLC.

BACKGROUND

On September 15, 2023, the City of Winter Haven entered into a Land Lease Agreement with Blue Line Aviation, LLC for approximately 2.8 acres to construct a new training facility. The Effective Date established deadlines and milestones for construction of planned improvements.

A First Amendment was executed in May 2024, revising and expanding the leased property to approximately 4.9 acres.

A Second Amendment, executed in August 2024, extended the time requirements for construction of planned improvements on the property for an additional twelve (12) months from September 15, 2024, as well as extending the Grace Period for payment of rent. This amendment required all planned improvements to be completed (via issuance of a certificate of occupancy or its functional equivalent) by September 15, 2025.

In light of the fact that the construction of the proposed improvements on the Leased property were not completed within the time frames noted in the Land Lease as amended, and in consideration of the public benefit associated with the successful completion of the permanent Project, the City Manager and staff met with Blue Line Aviation, LLC staff to consider a Third Amendment to the Lease Agreement. The following is a summary of the key terms and conditions outlined in the proposed Third Amendment:

- Blue Line Aviation, LLC will be required to make monthly lease payments of $2,758.25 beginning September 15, 2025, until the issuance of a certificate of occupancy (or functional equivalent), after which monthly rent increases to $5,516.50, with subsequent annual CPI adjustments.
- Blue Line Aviation, LLC must submit a City of Winter Haven Building Division Application for construction permit associated with the permanent Project on the leased property. Submittal of such application must be no later than January 15, 2026.
- Blue Line Aviation, LLC must commence construction within 45 calendar days of building permit issuance by the City of Winter Haven Building Division and proceed continuously.
- Construction of the permanent Project (also referred to as Leasehold Improvements in Land Lease) must be completed within 18 months following the date of commencement of construction.
- Upon issuance of the certificate of occupancy (or functional equivalent), Blue Line Aviation, LLC will have a 20-year term of occupancy, with two (2) additional renewal terms of five (5) years each.
- Failure to meet any of these milestones will result in termination of the lease.

Separate from the main lease, the Temporary Land Lease Agreement dated April 28, 2023 (allowing current activities) will have its term extended to expire upon issuance of the certificate of occupancy (or functional equivalent) of the permanent Project. If any milestones associated with the permanent Project as noted above are missed, the Temporary Lease Agreement will automatically expire on April 28, 2026, or 60 days after the missed milestone, whichever is later.

FINANCIAL IMPACT

Approval of this Third Amendment would result in an additional $2,758.25 per month in Airport revenue beginning September 15, 2025, continuing until a certificate of occupancy (or functional equivalent) is issued for the permanent Project. Thereafter, monthly lease payments will increase to $5,516.50, with future adjustments tied to the Consumer Price Index (CPI). In addition the sum of $8,274.75 in cleared funds representing rent for the months of September, October, and November, 2025 is a condition precedent of approval and must be paid by Blueline Aviation, LLC prior to the City's execution of the First Amendment and Third Amendment.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends the City Commission approve the Third Amendment to the Land Lease Agreement made and entered into on September 15, 2023 and as amended by and between the City of Winter Haven and Blue Line Aviation, LLC and the First Amendment to the Temporary Land Lease entered into on April 28, 2023 by and between the City of Winter Haven and Blue Line Aviation, LLC for properties located at the Winter Haven Regional Airport and authorize the Mayor and other City officials to execute same once all rent funds for September, October, and November, 2025 have been paid as noted above and for the City Manager and/or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Blue Line Aviation Land Lease
- Blue Line Aviation Third Amendment to Land Lease
- Blue Line Aviation Temporary Land Lease
- Blue Line Aviation First Amendment to Temporary Land Lease

LAND LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

notice to LESSEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

expiration of this Lease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. **RULES AND REGULATIONS.**

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

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

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

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

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

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

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

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

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

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

40. **NONDISCRIMINATION PROVISIONS**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSEE agrees to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder intentionally left blank]

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

ATTEST:

Vanessa Castillo

Vanessa Castillo MMC, City Clerk

APPROVED AS TO FORM:

9-15-23

Frederick J. Murphy, Jr., City Attorney,

LANDLORD:

CITY OF WINTER HAVEN, a Florida Municipal Corporation

By: _____

Name: Bradley T. Dantzler, Mayor

Date: 9-15-23

LESSEE:

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

Witness to Lessee

Witness to Lessee

By: _____

Charles Ray Walters, III, Manager

PERSONAL GUARANTY

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

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

Charles Ray Walters, III
Guarantor - Individually

9/15/2023
Date

Witness

Witness

WINTER HAVEN REGIONAL AIRPORT - GILBERT FIELD

THIRD AMENDMENT TO LAND LEASE AGREEMENT

THIS THIRD AMENDMENT TO LAND LEASE AGREEMENT (the "Third Amendment") is entered into this **18th day of November, 2025,** by and between the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, hereinafter referred to as the "Lessor," and **BLUE LINE AVIATION, LLC,** a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Lessee."

WITNESSETH:

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

WHEREAS, the Lessor and Lessee entered into a First Amendment to the "Lease" with an Effective Date of May 3, 2024, and a Second Amendment to the "Lease" with an Effective Date of August 26, 2024; and

WHEREAS, the Lessor and Lessee desire to further amend the Lease, pursuant to Paragraph 34 of the same, to amend Paragraphs 3, 13, and 32, of the Lease as previously amended regarding Rent, timing of Leasehold Improvements, and related performance matters associated therewith, and Notices; and

WHEREAS, the Lessor and Lessee desire to also provide for the Lessee to pay the sum of $8,274.75 in cleared funds to Lessor representing a reduced amount of rent due for the months of September, October, and November, 2025 and Lessor being in receipt of such funds as a condition precedent to the City Commission's consideration and approval of this Third Amendment; and

WHEREAS, except as amended herein, all of the terms and conditions of the Lease as previously amended are reaffirmed by the Lessor and Lessee and will remain in full force and effect and any previously issued default notices by Lessor to Lessee shall be considered withdrawn upon the City Commission's approval of this Third Amendment.

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

§ 1. Incorporation of Recitals.

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

§ 2. **Condition Precedent to Third Amendment**.

The LESSEE must pay LESSOR the sum of $8,274.75 in cleared funds to Lessor representing a reduced amount of rent due for the months of September, October, and November, 2025 and LESSOR being in receipt of such funds as a condition precedent to the City Commission's consideration and approval of this Third Amendment.

§ 3. **Amendment to Sections 2, 3, 13, and 32 of the Land Lease Agreement**.

As permitted by Section 34 of the Lease, Sections 2, 3, 13, and 32 of the Lease are amended as follows:

2. **PROPERTY AND TERM**. The real property which shall be subject to this Lease is depicted on **Exhibit "A"** attached hereto and incorporated herein by reference. The development plan under this Lease will be for LESSEE to design, permit, construct and occupy one (1) 38,000 Sq./Ft. Facility and vehicle parking, aircraft parking aprons and taxilane connector ("Leasehold Improvements") in the area identified in Exhibit "A" surrounded by a red-dashed line and identified on the sketch/diagram attached hereto as Exhibit "A" as "Leasehold Premises" which includes, but is not limited to, the tie-down spaces as depicted thereon. The total acreage of the Leasehold Premises is **approximately 4.9 acres (213,444 square feet of space)** as depicted on Exhibit "A" which is attached hereto and incorporated by reference herein. This is the Exhibit "A" that is attached to the First Amendment and is hereby confirmed and ratified.

The Term of this Agreement commenced on September 15, 2023 for a Term of Twenty (20) years, subject to the additional time on said initial Term as set forth below, with two (2) additional renewal terms of five (5) years each. LESSEE shall provide to LESSOR not less than thirty (30) Calendar Days written notice of its intention to extend for any renewal prior to the termination of the existing Term unless this Lease is earlier terminated in accordance with the

provisions of this Lease and provided that LESSEE is not in default under any terms of this Lease.

Provided further that to accommodate the Lessee's construction of the Leasehold Improvements as contemplated in this Agreement, that LESSOR agrees to allow such additional time to the initial Term of this Lease so that after the issuance of a Certificate of Occupancy or its functional equivalent for the contemplated Leasehold Improvements, assuming that this Agreement has not been terminated and/or that LESSEE is not otherwise in default hereunder, that LESSEE shall have twenty (20) years from the date of the issuance of a Certificate of Occupancy or its functional equivalent as part of the initial Term of this Agreement.

3. **RENT**. LESSEE's obligation to deliver rental payment(s) shall commence on September 15, 2025, in the amount of $2,758.25 per month plus all applicable sales taxes and similar such charges ("Rent") and continuing at that rate until such time as a Certificate of Occupancy or its functional equivalent is issued by the City of Winter Haven for the Leasehold Improvements on the Leased Premises. Upon issuance of a Certificate of Occupancy or its functional equivalent for the Leasehold Improvements, the monthly rent will adjust upwards to $5,516.50 per month plus all applicable sales taxes and similar such charges ("Rent"). In addition, Rent shall include any and all ad valorem taxes and/or similar assessments levied on the Leasehold Premises and/or against LESSOR as a result of this Lease as more particularly set forth in Sections Seven (7) and Twelve (12) of this Lease. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 2277, Winter Haven, Florida 33883 - 2277, or in such other manner as LESSOR may, from time to time, direct by written notice to LESSEE.

Rent shall increase on October 1, every year thereafter for so long as this Lease or any extension thereof remains in effect in an amount determined by multiplying the annual Rent charged

during the immediately preceding year of this Lease by the percentage increase in the Consumer Price Index (all Urban Consumers, U.S. City Average) published by the United States Department of Labor. If the Consumer Price Index is discontinued, then rental adjustments shall be computed by a comparable or replacement index measuring annual increases in the cost of living, such comparable or replacement index being reasonably determined by the LESSOR. There shall, however, be no downward adjustments in Rent.

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

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

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

13. **LEASEHOLD IMPROVEMENTS**. The Leasehold Premises are vacant as of the Effective Date of this Lease and this Third Amendment. As part of the consideration for the privileges herein granted, this Lease as amended is intended to permit LESSEE to carry out the design,

permitting, and construction of the Leasehold Improvements described in Section 2 of this Third Amendment and to occupy the Leasehold Premises under this Lease as authorized in this Agreement as amended. LESSEE shall bear full responsibility, financial and otherwise, for all aspects of design, permitting and construction of the Leasehold Improvements on the Leasehold Premises, including but not limited to engineering, rezoning, site planning, landscape plans, building permits, statutory performance and payment bonds, any necessary permits from the South West Florida Water Management District and other agencies, and for any other required connection fees, hookup fees, and service lines for water, sewer, electric and other utilities and any other required fees related to the issuance of a building permit associated with the Leasehold Improvements on the Leased Premises. LESSOR agrees to reasonably cooperate with LESSEE during normal working hours as LESSEE works to obtain the permission outlined in this Section to the extent applicable and within LESSOR's sole discretion. Any such cooperation shall not impose any additional liability upon LESSOR and this Agreement shall not constitute any approval and/or other regulatory authorization associated with the matters set forth herein from any governmental authority with jurisdiction including but not limited to the LESSOR's exercise of such authority.

LESSEE shall be required to meet the following timelines related to the Leasehold Improvements:

1. LESSEE must submit to the LESSOR's Building Division an application for a construction permit for construction of the Leasehold Improvements on the Leased Premises as more specifically identified in Section 2 of this Third Amendment by January 15, 2026;

   AND

2. The LESSEE shall commence construction within forty-five (45) calendar days following issuance of a City of Winter Haven Building Division permit for construction of the Leasehold Improvements and thereafter LESSEE and/or its contractor shall continuously advance the construction of the Leasehold Improvements as expeditiously as possible with no interruptions beyond thirty (30) consecutive business days;

   AND

3. The LESSEE shall be required to complete construction of the Leasehold Improvements within eighteen (18) months from the date of the commencement of construction. Completion of construction shall be evidenced by the issuance of a Certificate of Occupancy or its functional equivalent by the City of Winter Haven.

The failure of LESSEE to meet any of the above noted timelines, as determined solely by the LESSOR, shall result in the automatic termination of this Agreement and as a result of such automatic termination, LESSEE agrees to vacate and surrender the Leased Premises to LESSOR within ten (10) calendar days of LESSOR's written demand for same to LESSEE.

The construction of the Leasehold Improvements on the Leasehold Premises as described in this Lease as Amended is subject to the Lessee's payment of all applicable fees including but not limited to impact fees and building permit fees associated with the construction of the Leasehold Improvements and Applicable Law and final site plan review and approval by LESSOR, in accordance with applicable Code of Ordinances and Florida law, and LESSEE being able to meet applicable codes and setbacks for structures. It is agreed and understood that, upon completion of construction of the Leasehold Improvements as described above which results in the issuance of a Certificate of Occupancy or its functional equivalent, that LESSEE shall have thirty (30) calendar days thereafter to provide LESSOR a Title Insurance Policy insuring the City against loss or damage

for liens and encumbrances upon the Leasehold Improvements constructed by LESSEE on the Leasehold Premises, which Title Insurance Policy is reasonably acceptable to the City, or this Lease shall automatically terminate and as a result of such automatic termination, LESSEE agrees to vacate and surrender the Leased Premises to LESSOR within ten (10) calendar days of LESSOR's written demand for same to LESSEE. This Lease shall not be interpreted to condone, authorize or permit any violation of Applicable Law. Further, this Lease shall not be construed as the LESSOR's authorization or acceptance of the status of the present existing structures or uses on the Leasehold Premises, nor shall it be construed as an attempt to contractually zone the Leasehold Premises.

Once the Leasehold Improvements are constructed and a Certificate(s) of Occupancy or its functional equivalent is issued then thereafter, no alterations or improvements to the Leasehold Premises shall be made by LESSEE, nor shall any signs be erected, unless LESSOR has reviewed the plans and specifications and given its written consent before commencement of any such alterations or improvements, which consent shall not be unreasonably withheld, delayed, or conditioned. LESSOR, acting reasonably, may require LESSEE to remove any unauthorized signs, alterations, or improvements, and to return the Leasehold Premises to their original condition as it existed after the issuance of a certificate(s) of completion or its functional equivalent for the Leasehold Improvements, within a reasonable period after written demand not greater than sixty (60) days, and if LESSEE fails or refuses to do so then LESSOR may have the necessary work done and assess the cost against LESSEE as Additional Rent, to be paid within a reasonable period after written demand not greater than sixty (60) days. All work including but not limited to the Leasehold Improvements on the Leasehold Premises must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds as required for all public projects in Florida, shall be secured. At the end of the

Term or upon any earlier termination of this Lease, all trade fixtures, to the extent they may be removed without damaging the Leased Improvements, furnishings, personal property, equipment and materials of LESSEE shall be removed from the Leasehold Premises within five (5) days thereafter. Any trade fixtures, furnishings, personal property, equipment and material of LESSEE and/or approved SUBLESSEE's left on the Leasehold Premises thereafter shall become the property of LESSOR and LESSOR may effect such removal at LESSEE's expense and LESSEE agrees to pay LESSOR such expense promptly upon receipt of a proper invoice thereafter.

32. **NOTICES**. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next Business Day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices in writing shall be given as set forth above to the following:

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

As to LESSOR:
Attn: T. Michael Stavres
City Manager
City of Winter Haven.
451 3rd Street, N.W.
Winter Haven, FL 33881
E-mail:mstavres@mywinterhaven.com

With a copy to:
(which shall not constitute notice)

Frederick J. Murphy, Jr., Esq.
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830
E-mail: fjm@bosdun.com

In addition to the foregoing, the parties may provide notice via electronic means (e-mail) to the parties at the e-mail addresses above as backup only to the method of providing notice set forth above. To be effective, any notice sent by e-mail must be evidenced by an acknowledgement of receipt by the recipient of the e-mail.

The parties may advise of different addresses by providing written notice as set forth above.

§ 4. Balance of Land Lease Agreement, First Amendment, and Second Amendment.

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

§ 5. Counterparts; Electronic or Facsimile Signatures.

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

§ 6. Amendments.

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

§ 7. Miscellaneous.

For clarification, reference to paragraphs shall mean Section and any reference to Section shall mean paragraph in the Agreement, First Amendment, Second Amendment and this

Third Amendment.

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

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM:

_____
Frederick J. Murphy, Jr., City Attorney

LANDLORD/LESSOR

CITY OF WINTER HAVEN, a Florida Municipal Corporation

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

Signed, Sealed and Delivered
In the Presence of

WITNESSES:

Witness

Kelsey Walters
Typed or Printed Name

Witness

Jana Wasmund
Typed or Printed Name

LESSEE

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

By: _____
Charles Ray Walters, III
Manager

Date: 11/18/2025

EXHIBIT "A"

BLUE LINE
AVIATION
LAND LEASE AMENDMENT.
BLUE LINE AVIATION | THE LUHZ GROUP | 03.22.2024

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (hereafter the "Lease" and/or "Agreement"), made and entered into the 28 day of April, 2023 (hereafter the "Effective Date"), by and between the **CITY OF WINTER HAVEN,** a Florida Municipal corporation, hereinafter referred to as the LESSOR, and **BLUE LINE AVIATION, LLC**, a North Carolina Limited Liability Corporation, hereinafter referred to as the LESSEE, and it is understood hereunder that each of LESSOR and LESSEE is a Party and collectively they are Parties.

WITNESSETH:

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

WHEREAS, LESSEE desires to lease additional land on the Airport to construct aviation hangars at a term of no less than twenty (20) years and this agreement is solely a temporary authorization until said hangar construction is completed not to exceed thirty-six (36) months, and

WHEREAS, LESSOR desires to lease Airport parcel #790 consisting of **approximately 1.1 acres** to LESSEE (hereinafter "Leasehold Premises") and as more specifically described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, LESSEE desires to lease the Leasehold Premises from LESSOR in order to fund the design, permitting, construction, and maintenance of several temporary flight school facilities including: one (1) administrative modular building, four (4) classroom modular buildings, and one (1) restroom modular building and thereafter occupy and use same as a tenant/LESSEE of the Airport in accordance with this Lease and applicable law(s), ordinances, rules and

regulations; and

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

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

WHEREAS, each Party acknowledges and represents that the provisions set forth in this Lease have been negotiated by each Party's respective legal counsel; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) "Applicable law" means the City of Winter Haven Charter, City of Winter Haven Code of Ordinances, City of Winter Haven Unified Land Development Code, Winter Haven Regional Airport - Gilbert Field – Rules and/or Minimum Operating Standards, and any and all

applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, City of Winter Haven, and any and all other public authority which may be applicable to LESSEE'S USE as described in Section 4 of this Agreement. The Parties agree the order of precedence for Applicable Law shall be United States first, then Florida, then County, then City, and then others.

(b) *"Additional Rent"* means all cost(s), fee(s), expense(s), and/or any and all sums or charges which the LESSEE covenanted to reimburse and/or pay to the LESSOR, during the Term, pursuant to the terms of this Lease.

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

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

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

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

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

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

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

2. **PROPERTY AND TERM**. The real property which shall be subject to this Lease

is described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference. The initial occupation plan under this Agreement will be for LESSEE to design, permit, construct and occupy several temporary flight school modular facilities including: one (1) administrative modular building, four (4) classroom modular buildings, and one (1) restroom modular building ("Leasehold Improvements") in the area in Exhibit "A" surrounded by a red-dashed line and identified on the sketch/diagram attached hereto as Exhibit "A" as "Leasehold Premises". It is expressly stated that use of the twelve (12) aircraft tie-down spaces immediately in front of the modular facilities are included in this lease. Six (6) of the tie-down spaces are included at no additional rent, and six (6) of the tie-down spaces are charged one-half (1/2) of the advertised transient parking rate equal to $150.00 per month or ($25.00 x 6 aircraft). The $150.00 per month tie-down rate has been included into the Rent of this Agreement. The initial development plan under this agreement will be for the LESSEE to design, permit, and construct a temporary parking lot, including wheel stops and a concrete turnout, sidewalks, and a pedestrian gate identified on the sketch/diagram attached hereto as Exhibit "A". The area surrounded by a red-dashed line on the sketch/diagram attached hereto as Exhibit "A" shall constitute the Leasehold Premises under this Lease.

The Term of this Lease shall begin on the Effective Date for a term of One (1) year and six (6) months, and shall be automatically renewed for successive periods of One (1) month, with the total combined Term not to exceed thirty-six (36) months.

3. **RENT.** LESSEE's obligation to deliver rental payment(s) shall commence twelve (12) months following the Effective Date of this Lease or upon the issuance of a Certificate of Occupancy or its functional equivalent for the Leasehold Improvements, whichever occurs first (the period from the Effective Date until the date upon which LESSEE is so obligated to deliver

rental payments hereafter the "Grace Period"). Following the Grace Period, rental payments during the Term shall be paid monthly in advance. Rental payments shall be **$768.98 per month plus** all applicable sales taxes and similar such charges ("Rent"). In addition, Rent shall include any and all ad valorem taxes and/or similar assessments levied on the Leasehold Premises and/or against LESSOR as a result of this Lease as more particularly set forth in Sections seven (7) and twelve (12) of this Lease. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City Hall, Post Office Box 2277, Winter Haven, Florida 33883 -2277, or in such other manner as LESSOR may, from time to time, direct by written notice to LESSEE.

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

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

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

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

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

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

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

B. **Aircraft Airframe and Power Plant Repair and Maintenance Operator as defined in the MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AT WINTER HAVEN REGIONAL AIRPORT attached hereto as Exhibit "B" as they may be amended from time to time hereafter with notice of such amendment(s) delivered**

through various outlets such as the City's website, public meetings, etc. at the discretion of the LESSOR. Provided, however given the temporary nature of this Agreement, and the fact that LESSEE is contemporaneously designing and constructing permanent hangars at the Airport on other lands, LESSEE may be permitted to perform these activities as may be authorized by the Airport Administration. Provided, however, that any such maintenance and related activities as authorized herein shall be only on aircraft owned and operated by LESSEE.

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

For any aeronautical activities, which LESSEE may be granted the right to conduct, as specifically set out above in Section 4.A., LESSEE agrees to provide and continuously conduct said activities on the Leasehold Premises during the full term of this Agreement once a certificate(s) of occupancy or its functional equivalent is issued for the several temporary flight school facilities including: one (1) administrative modular building, four (4) classroom modular buildings, and one (1) restroom modular building proposed to be constructed on the Leasehold Premises as identified in Exhibit "A". Subject to the foregoing sentence, all licenses required for aeronautical activity permitted and granted under this Lease shall be maintained and kept current during the entire term of this Agreement. No storage shall be allowed outside any building on the Leasehold Premises. Upon notification, LESSEE shall have 5 days to remove or relocate items

stored outside any building on the Leasehold Premises. After 5 days, they will be removed and stored off-site at the LESSEE'S expense. LESSOR shall be permitted to make further disposition of said items as it deems appropriate.

LESSEE shall not sublease, rent, or permit the use of any portion of the Leasehold Premises to and/or by any other person, firm, partnership, or other entity without the approved written consent of the LESSOR which shall not be unreasonably withheld. Any approved Sub-Lessees shall use the Leasehold Premises for aircraft storage only, and no other use shall be made of the Leasehold Premises without the prior, written permission of the LESSOR. As part of that consent, LESSOR shall be authorized and required to approve all terms and conditions of any Sublease entered into by LESSEE prior and as a condition precedent to such Sublease's effective date so as to confirm that such Sublease is consistent with all terms and conditions of this Lease. Provided further a copy of this Lease shall be provided by LESSEE to all approved Sub-Lessees. No such approved Sublease shall extend beyond the term of this Lease and the LESSOR's termination of this Lease shall also operate to automatically terminate any approved Sublease. LESSEE shall make no unlawful or offensive use of the Leasehold Premises, nor shall any industrial use be made thereof, nor shall any activity be carried on at the Leasehold Premises which constitutes a nuisance (as defined under applicable City of Winter Haven Code of Ordinances and/or Florida law) to surrounding property. Provided further, any buildings, structures, and/or improvements constructed on the Leasehold Premises may not be used for the purposes specified and approved by LESSOR as contemplated herein until all such buildings, structures and/or improvements have been inspected by the Fire Marshall and the City's Building Official, and other applicable officials, and all requirements imposed by those authorities have been met including but not limited to the issuance of a Certificate of Completion or its functional

equivalent. Also, no fuel may be stored or dispensed from the Leasehold Premises without an express, written amendment to this Lease having the approval of the Governing Body of the City of Winter Haven, other than fueling provided by the City of Winter Haven or its designee in accordance with standard practices for fueling aircraft like LESSEE's at the Airport.

Except as necessary in conjunction with its permitted activities listed above, LESSEE shall not allow the production, use, handling or storage of dangerous or toxic chemicals or substances (other than aircraft fuel and lubricants commonly utilized in aircraft, while stored within the tanks or containers designed for such storage aboard the aircraft itself or in appropriate locations within the hangars and environs on the Leasehold Premises) in accordance with applicable rules and regulations regarding same, machines or equipment causing excessive noise or dust particles or anything else of any nature whatsoever which would be injurious to the building, structures and/or improvements or Leasehold Premises in the reasonable opinion of LESSOR. LESSEE shall indemnify LESSOR against all claims for damages or other relief, plus attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy) and costs, due to any production, use, handling, storage, or disposal of any hazardous or toxic wastes or substances by LESSEE whatsoever, as such may be defined from time to time by any local, State or Federal agency, whether at the Leasehold Premises or elsewhere, to the extent of LESSEE's negligence or willful misconduct and not for any extent of LESSOR's negligence or willful misconduct. LESSEE shall be responsible for the acts and behavior of its officers and employees, licensees, invitees, agents, clients, customers, approved sub-lessees, and anyone else on LESSOR's Leasehold Premises to the extent of LESSEE's negligence or willful misconduct and not for any extent of LESSOR's negligence or willful misconduct. In addition, LESSEE and all approved sub-lessees shall comply with LESSOR'S Minimum Operating Standards and Rules and Regulations as they may be amended from time to time. A copy of the

current Minimum Operating Standards, and a copy of the current Rules and Regulations, are attached hereto as **Exhibits "B" and "C"**; and are incorporated herein by reference.

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

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

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

necessary pumping or lift stations, and other necessary infrastructure whether on or off the Leasehold Premises with the understanding LESSOR will reasonably cooperate.

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

8. **INSURANCE**. LESSEE is responsible for insuring its own personal property on the Leasehold Premises, along with the property of LESSEE's patrons which may from time to time be located at the Leasehold Premises.

LESSEE shall obtain and maintain continuously in effect at all times during the term of this agreement, at LESSEE's sole expense, commercial property insurance on all fixed improvements erected by LESSEE on or in the Premises to the full replacement value thereof. Such property insurance shall be written on an "all-risk" basis without any exclusions for the perils of windstorm or hail. Such insurance shall.name the City of Winter Haven as a loss payee and as an additional insured on the policy. Such insurance shall be written on an "agreed value" basis without the application of any coinsurance clause. LESSOR agrees to extend to LESSEE the same fire and police protection extended to the other tenants and facilities at the Airport.

The maximum applicable deductible for windstorm and hail (or named storm or hurricane) shall be 5% of the replacement value of any property suffering loss. The maximum deductible for all other perils shall be $15,000 per occurrence.

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

During the term of this Lease and any extension or renewal hereof, LESSEE shall keep in force fire, legal liability and all perils and general liability insurance coverage with a reputable insurance company authorized to do business in the State of Florida and maintaining an insurer rating with A.M. Best of no lower than A- (VII). Each policy required under this Lease shall name LESSOR, City of Winter Haven, as an additional insured and be endorsed to provide that the policy will not be non-renewed or canceled without at least thirty (30) Business Day(s)' prior notice to LESSOR. A certified copy of each policy (or binder), or a certificate evidencing the existence thereof, shall be delivered to the LESSOR (City Manager) within ten (10) days after the execution of this Lease. Each such copy or certificate shall contain a valid provision or copy of an endorsement stating that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the LESSOR. At all times, said policy coverage shall be sufficient to cover all losses associated with destruction or damage of the Premises and to replace or repair any destroyed or damaged building subject to this Agreement. Failure to comply with the conditions set forth in this Section and in Exhibit "B" shall be considered

a material default under this Lease.

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

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

9. **MAINTENANCE**. LESSEE shall at its sole cost and expense be responsible for any and all maintenance, operating expenses, and repairs for all Leasehold Improvements constructed on the Leasehold Premises, along with any items of infrastructure associated with the Leasehold Premises under this Lease, and shall maintain the Leasehold Premises in such a manner that at the end of the term, it shall be returned to LESSOR in good condition subject to reasonable wear and tear for the Use. If LESSEE fails to maintain the Leasehold Premises properly as determined by LESSOR, LESSOR may give written notice of deficiencies to LESSEE, specifying a reasonable time within which such maintenance, repairs or other

corrections are to be made, and if LESSEE fails to act within the time specified, LESSOR may make all maintenance, repairs or do other work it deems necessary to alleviate LESSEE's failure to maintain, and charge the cost thereof to LESSEE as Additional Rent hereunder, to be payable within a reasonable period after demand not greater than sixty (60) days.

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

11. **ENTRY AND INSPECTION**. At any reasonable time, with no unreasonable disruption to LESSEE's Use, LESSOR may enter the Leasehold Premises through a designated agent and conduct an inspection to determine if LESSEE is complying with the terms of this Lease. If such inspection reveals deficiencies, LESSOR may, but shall not be obligated to, make such repairs, or take any other action, as may be necessary to bring LESSEE into compliance, and recover the costs thereof from LESSEE, in which case the costs shall be considered Additional Rent due immediately from LESSEE; failure by LESSEE to pay these sums within a reasonable period after written demand not greater than sixty (60) days shall be grounds for termination of this Lease.

LESSOR may show the Leasehold Premises to prospective LESSEE's during the 90 days prior to termination of this Lease, during business hours (Business Days between 8:00 AM -

5:00 PM) on reasonable notice to LESSEE with no unreasonable disruption to LESSEE's Use.

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

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

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

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

Once the Leasehold Improvements are constructed and a certificate(s) of completion or its functional equivalent is issued then thereafter, no alterations or improvements to the Leasehold

Premises shall be made by LESSEE, nor shall any signs be erected, unless LESSOR has reviewed the plans and specifications and given its written consent before commencement of any such alterations or improvements, which consent shall not be unreasonably withheld, delayed, or conditioned. LESSOR, acting reasonably, may require LESSEE to remove any unauthorized signs, alterations, or improvements, and to return the Leasehold Premises to their original condition as it existed after the issuance of a certificate(s) of completion for the Leasehold Improvements, within a reasonable period after written demand not greater than sixty (60) days, and if LESSEE fails or refuses to do so then LESSOR may have the necessary work done and assess the cost against LESSEE as Additional Rent, to be paid within a reasonable period after written demand not greater than sixty (60) days. All work including but not limited to the Leasehold Improvements on the Leasehold Premises must conform to applicable codes and be performed by licensed and bonded contractors, and all required building permits, as well as statutory performance and payment bonds as required for all public projects in Florida, shall be secured. At the end of the Term, or upon any earlier termination of this Lease, all trade fixtures, to the extent they may be removed without damaging the Leased Improvements, furnishings, personal property, equipment and materials of LESSEE shall be removed from the Leasehold Premises within five (5) days thereafter. LESSEE may be required to return certain improvements made to the Leased Premises, such as construction of the temporary parking lot, back to its original condition at the discretion of the LESSOR. LESSOR must provide notice of such requirement in writing within thirty (30) days after termination of the Lease. Any trade fixtures, furnishings, personal property, equipment and material of LESSEE and/or SUBLESSEE's left on the Leasehold Premises thereafter shall become the property of LLESSOR and LESSOR may effect such removal at LESSEE's expense and LESSEE agrees to pay LESSOR such expense promptly upon receipt of a proper invoice thereafter.

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

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

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

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

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

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

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

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

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

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

E. **EXCEPT FOR THE ITEMS SET FORTH SPECIFICALLY IN THIS LEASE, ALL WARRANTIES AND REPRESENTATIONS OF ANY NATURE CONCERNING THE LEASEHOLD PREMISES, EITHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE WAIVED BY LESSEE. LESSEE UNDERSTANDS AND AGREES THAT LESSOR DOES NOT WARRANT THE CONDITION OF THE PROPERTY OR ANY IMPROVEMENTS ON THE PROPERTY, THEIR HABITABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND THAT ALL SUCH WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARE HEREBY WAIVED BY LESSEE AND DISCLAIMED BY LESSOR.**

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

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

LESSEE shall also pay, defend, indemnify and save harmless the LESSOR, its elected and appointed officials, agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees (including but not limited to attorney's fees on appeal and/or bankruptcy or in any administrative forum), and costs of every kind and description to which the LESSOR, its elected and appointed officials, agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the negligence of the LESSEE, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations necessary relating to the occupancy, maintenance, repair or improvement by the LESSEE of the Leasehold Premises excepting only to the extent of the sole negligence, gross negligence, or deliberate acts of

LESSOR, its elected and appointed officials, officers, employees, servants, and agents.

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

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

To the extent permitted by law and subject to the monetary limitations set forth in Section 768.28 of the Florida Statutes, LESSOR shall pay, defend, indemnify and save harmless the LESSEE, its agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses, including attorney's fees, and costs of every kind and description to which the LESSEE, its agents, guests, invitees or employees may be subjected to by reason of injury to persons or death or property damage, resulting from the sole negligence of the LESSOR, its agents, guests, invitees or employees, arising from and/or in connection with this Lease or any operations or actions of the LESSOR, its agents, guests, invitees or employees on or near the Leasehold Premises.

18. **LESSOR'S LIMIT OF LIABILITY**. Notwithstanding any other provision of this

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

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

If the Leasehold Premises are damaged by the intentional or negligent acts or omissions of LESSEE or any of its agents, servants, employees, guests or approved Sub-Lessee's. LESSEE shall be obligated to restore the Leasehold Premises within a reasonable time at its expense which may include use of the proceeds from any policy of insurance covering the casualty which caused

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

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

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

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

other Party and/or an approved Sub-lessee.

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

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

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

this Agreement.

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

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

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

23. **TERMINATION, EXPIRATION, OR CANCELLATION OF LEASE**. In the event of termination, expiration or cancellation of this Lease all of the improvements and fixtures properly and duly constructed on the Premises, excluding temporary modular buildings, shall remain in the ownership of LESSOR free and clear of any interests of the LESSEE and/or any approved Sub-

Lessee unless LESSOR directs otherwise in writing to the LESSEE as set for in Section 13 of this Lease.

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

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

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

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

28. **NO PLEDGE OF LESSOR'S INTERESTS**. The LESSEE and/or any person or

entity claiming under and/or through LESSEE agrees not to pledge any of its interests in the Leasehold Premises as collateral for any obligations incurred by the LESSEE. LESSOR shall not subordinate its interest in the Leasehold Premises to any security holder under any circumstances whatsoever.

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

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

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

32. **NOTICES**. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Lease, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark; notices delivered in person shall be effective

upon delivery; and notices sent by overnight courier shall be effective as of the next Business Day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

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

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

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

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

34. **NATURE OF AGREEMENT**. This Lease sets forth the entire agreement of the Parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any

way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended in any manner whatsoever, other than by written instrument signed by all Parties hereto, including Guarantors.

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

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

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

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

38. **RULES AND REGULATIONS.**

(a) The LESSOR has appointed an Airport Director for the Airport, and the LESSOR reserves the right for the said Director or his duly authorized agent to enter the Leasehold

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

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

(c) The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property heretofore described and constituting the Leasehold Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace for landing on, taking off from or operation on the Airport. The LESSEE further agrees to waive any legal and/or equitable remedy(ies) related to any public or private nuisance(s) which includes, but shall not be limited to, aircraft noise and emissions.

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

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

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

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

(h) This Lease and/or any approved Sub-Lessee and all provisions hereof shall be subject and subordinate to all the terms and conditions of the deed, which LESSOR shall make available for review by LESSEE and shall summarize for LESSEE in writing prior to the Effective

Date, under which the LESSOR acquired the property known as the Airport, and shall be given only such effect as will not conflict or be inconsistent with such terms and conditions.

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

40. **NONDISCRIMINATION PROVISIONS**.

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

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

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

(3) That the LESSEE shall use the Leasehold Premises in compliance

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

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

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

(d) Noncompliance with provision (c) above shall constitute a material breach thereof and in the event of such noncompliance after 30 days' notice to LESSEE and opportunity to cure the breach, the LESSOR shall have the right to terminate this Lease and the estate hereby created without liability therefor or at the election of the LESSOR or the United States,

either or both said Governments shall have the right to judicially enforce provision (c) above.

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

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

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

43. **NATIONAL EMERGENCY**. During any national emergency declared by the President or by the Congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the Leasehold Premises, or of such portion thereof it may desire.

44. **AIRPORT FACILITIES**. The parties understand and agree that the

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

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

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

47. **PUBLIC RECORDS**. LESSEE and LESSOR agree that in the event that the

LESSEE's and any approved Sub-Lessee's activities authorized under this Lease constitute services, then the LESSEE shall comply with Florida's public record laws to specifically include the following:

LESSEE agrees to:

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

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

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

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

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF WINTER HAVEN 863-291-5600, EXT. 2301, records@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

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

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

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

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

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

52. **Jury Trial**. EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS LEASE, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE LEASE WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY

ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

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

[Remainder intentionally left blank]

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

LESSOR:

CITY OF WINTER HAVEN, a Florida Municipal Corporation

Jana Wasmund
Witness to Lessor (Print)

By: _____
Name: Alexander Vacha - Airport Director
Date: 4/28/2023

Jana Wasmund
Witness to Lessor (Signature)

LESSEE:

Blue Line Aviation, LLC, a North Carolina Limited Liability Corporation

Alexander Vacha
Witness to Lessee (Print)

By: _____
Charles Ray Walters III

Witness to Lessee (Signature)

PERSONAL GUARANTY

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

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

Charles Ray Walters III Guarantor - Individually	Alex Vacha Witness
4/28/2023 Date	Witness

WINTER HAVEN REGIONAL AIRPORT - GILBERT FIELD

FIRST AMENDMENT TO *TEMPORARY* LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO *TEMPORARY* LAND LEASE AGREEMENT (the "First Amendment") is entered into this **18th day of November, 2025,** by and between the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, hereinafter referred to as the "Lessor," and **BLUE LINE AVIATION, LLC,** a North Carolina Limited Liability Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Lessee."

WITNESSETH:

WHEREAS, the Lessor and Lessee are parties to that certain *Temporary* Land Lease Agreement ("Lease") with an Effective Date of April 28, 2023; and

WHEREAS, the Lessor and Lessee desire to amend the Lease, pursuant to Paragraph 34 of the same, to amend Paragraph 2 of the Lease regarding Property and Term; and

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

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

§ 1. Incorporation of Recitals.

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

§ 2. Condition Precedent to First Amendment.

The LESSEE must pay LESSOR the sum of $8,274.75 in cleared funds to Lessor representing a reduced amount of rent due for the months of September, October, and November, 2025 under that Land Lease between the parties which commenced on September 15, 2023, and LESSOR being in receipt of such funds as a condition precedent to the City Commission's consideration and approval of this First Amendment.

§ 3. Amendment to Sections 2, and 32 of the *Temporary* Land Lease Agreement.

As permitted by Section 34 of the Lease, Paragraphs 2, and 32 of the Lease are amended as follows:

2. **PROPERTY AND TERM**. The real property which shall be subject to this Lease is described and depicted on **Exhibit "A"** attached to the Lease and incorporated herein by reference. The initial occupation plan under this Agreement will be for LESSEE to design, permit, construct and occupy several temporary flight school modular facilities including: one (1) administrative modular building, four (4) classroom modular buildings, and one (1) restroom modular building ("Leasehold Improvements") in the area in Exhibit "A" surrounded by a red-dashed line and identified on the sketch/diagram attached hereto as Exhibit "A" as "Leasehold Premises". It is expressly stated that use of the twelve (12) aircraft tie-down spaces immediately in front of the modular facilities are included in this Lease. Six (6) of the tie-down spaces are included at no additional rent, and six (6) of the tie-down spaces are charged one-half (1/2) of the advertised transient parking rate equal to $150.00 per month or ($25.00 x 6 aircraft). The $150.00 per month tie-down rate has been included into the Rent of this Agreement. The initial development plan under this Agreement will be for the LESSEE to design, permit, and construct a temporary parking lot, including wheel stops and a concrete turnout, sidewalks, and a pedestrian gate identified on the sketch/diagram attached hereto as Exhibit "A". The area surrounded by a red-dashed line on the sketch/diagram attached hereto as Exhibit "A" shall constitute the Leasehold Premises under this Lease.

The Term of this Lease began on April 28, 2023, the Effective Date for a term of One (1) year and six (6) months, and was automatically renewed for successive periods of One (1) month, with the total combined Term not to exceed thirty-six (36) months. Provided, however, that the Term may be extended for one (1) month periods such that it expires upon the issuance of a

Certificate of Occupancy or its functional equivalent related to certain Leasehold Improvements to be designed, permitted and constructed on Airport property by LESSEE to provide a permanent facility for LESSEE's activities at the Airport but only if Lessee is otherwise not in default under this Agreement or that Land Lease Agreement dated September 15, 2023, entered into between LESSOR and LESSEE and as amended ("Land Lease Agreement"). Provided further if any of the milestones and/or deadlines for performance by LESSEE as provided in that Land Lease Agreement between LESSOR and LESSEE entered into on September 15, 2023, as amended, are not achieved by the defined dates and timeframes as determined within the LESSOR's sole judgment, then the term of this Lease will automatically expire either on April 28, 2026 or 60-days following the date or timeframe associated with the missed milestone and/or deadline as identified by LESSOR in writing to LESSEE, whichever is later. In that event, LESSEE agrees to vacate and surrender the Leasehold Premises within fifteen (15) business days from the date of the LESSOR's written notice of same.

32. **NOTICES**. Any notice required by this Lease shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next Business Day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices in writing shall be given as set forth above to the following:

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

As to LESSOR:
Attn: T. Michael Stavres
City Manager
City of Winter Haven.
451 3rd Street, N.W.
Winter Haven, FL 33881
E-mail: mstavres@mywinterhaven.com

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

In addition to the foregoing, the parties may provide notice via electronic means to the parties at the e-mail addresses above as backup only to the method of providing notice set forth above. To be effective, any notice sent by e-mail must be evidenced by an acknowledgement of receipt by the recipient of the e-mail.

The parties may advise of different addresses by providing written notice as set forth above.

§ 4. Balance of *Temporary* Land Lease Agreement.

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

§ 5. Counterparts; Electronic or Facsimile Signatures.

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

§ 6. Amendments.

Any further amendments to the Lease, as amended, shall be made in writing signed

by the Parties pursuant to Section 32 thereof.

§ 7. **Miscellaneous**.

For clarification, reference to paragraphs shall mean Section and any reference to Section shall mean paragraph in the Agreement and this First Amendment.

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

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM:

_____
Frederick J. Murphy, Jr., City Attorney

LANDLORD

CITY OF WINTER HAVEN, a Florida Municipal Corporation

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

Signed, Sealed and Delivered
In the Presence of

WITNESSES:

Kelsey Walters
Witness
Kelsey Walters
Typed or Printed Name

Jana Wasmund
Witness
Jana Wasmund
Typed or Printed Name

LESSEE

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

By:_____
Charles Ray Walters, III, Manager

Date: 11/18/2025

DATE: November 4, 2025

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

BACKGROUND

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

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

Event:	Florida City & County Managers Association (FCCMA) Winter Institute
Dates & Location:	February 25-27, 2026, Daytona Beach, FL
Attendees:	City Manager Stavres & Deputy City Manager Carnevale

FINANCIAL IMPACT

Registration $425 per attendee, plus hotel/per diem/travel. Expenses associated with the travel and training outlined above and will be accounted for within the City Manager's cost center.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission authorize travel as outlined above.

DATE: November 17, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Uncollected Accounts Receivable

BACKGROUND

At the conclusion of each fiscal year, accounts with delinquent balances outstanding for one year or longer are presented to the City Commission for approval to be removed from the active accounts receivable reports

Fiscal Year 2024 delinquent balances are as follows:

Utility Billing	$243,407.67
Miscellaneous Billing	14,890.10
Total Delinquent Accounts	$258,297.77

Utility Billing – The Utility system issues monthly bills to customers for water, wastewater, solid waste, and stormwater services rendered in the prior month. An account becomes delinquent 21 days after the billing date. If payment remains outstanding seven days after the subsequent month's bill is generated, the account is scheduled for service interruption

The write-off for Utility Billing decreased by $25,621.02 over prior year. Customer Service staff continue to make efforts to collect outstanding balances on past-due accounts and are actively reviewing collection policies, with emphasis on the leak adjustment policy, solid waste collections, and close monitoring of payment plans. During the year, the City contracted with Online Information Services to assist with debt recovery solutions

The removal of delinquent balances does not forgive the debt. In accordance with City policy, former utility customers are required to pay all outstanding balances prior to the establishment of any new service. In Fiscal Year 2025, the City collected $11,468.92 from accounts previously written off. These collections were identified through enhanced data matching of customer records.

Miscellaneous Billing – This billing system invoices customers for various fees or reimbursements such as damaged property, false alarm response fees, and employee training reimbursements. Originating Departments monitor outstanding balances and are responsible for collection efforts.

FINANCIAL IMPACT

The write off of uncollected accounts will be reflected in the appropriate General, Utility and Internal Service Funds for a total of $258,297.77.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

Staff recommends the City Commission authorize removal of accounts uncollected for longer than one year from the active receivable registers.

ATTACHMENTS

- 2025 Delinquent Utility Accounts
- 2025 Delinquent Miscellaneous Billing Accounts

Bad Debt Listing FY2024-2025

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
81591600-001	ACOSTA-OROZCO MARTHA	260 LAKE LUCERNE WAY	$19.45
84286100-001	ADAMS DARNISHAYE	9482 WILLIAMSBURG DR	$84.38
70786700-001	ADAMS DERRICO	4201 LAKE MARIANNA DR	$184.99
82529100-003	ADAMS KEONTE R	313 AVENUE Y NE # 2	$197.25
77296600-001	ADAMS SHARON	210 LEE AVE NE	$129.42
82942800-003	ADAMS SHAWANDA	800 OVERLOOK GROVE DR LOT 25	$160.65
74337600-001	ADAMSON + CO. P.A.	252 MAGNOLIA AVE SW	$310.82
84728100-002	ADOLPHE JOSUE	425 MARTIN LUTHER KING BLVD NE APT 3	$134.56
000502-003	AHLBRANDT ROBERT	991 GOTTHARD PASS DR	$14.50
82596600-003	ALIAYAH MASSEY TERRELL SAMUEL	9201 KLIBER DR	$156.38
84428100-003	ALICEA IDALIE	361 GREENFIELD RD	$140.41
82806500-003	ALICEA JESSICA	707 PARKER LN NE	$129.28
72602100-001	ALLARD JAMES R	6366 LOLLY BAY LOOP	$115.58
83064100-001	ALLEN SYLVANIA D.	587 LORIENT DR	$92.11
80521800-002	ALTIDOR ROUDELINE	679 AVENUE G SE	$397.32
80357200-003	ALVARADO HELLEN	1109 5TH ST SW	$95.00
82154700-002	ALVAREZ FRANK	119 TREMONT DR	$11.95
61223800-003	ALVAREZ NICHOLAS	101 TREMONT DR	$422.60
81977300-002	ALVAREZ WILLIAM	3021 ROYAL TERN DR	$62.60
84135100-002	ALZAHARNAH MAZEN	921 29TH ST NW	$206.16
84141700-002	ANDINO GIANNINA	2845 WHISPERING TRAILS DR	$174.14
83665100-001	ANDREWS OLIVIA	3240 AVENUE Q NW	$962.25
83818500-003	ANGLIN CRYSTAL	1308 33RD ST NW APT B	$62.38
84475200-003	ANTHONY RICHARD	690 AVENUE D NE	$107.37
84233000-003	APONTE SUAREZ IRAIMALIS	233 PALMETTO AVE NW	$61.23
82279900-001	APOSTOLIC LIGHTHOUSE OF WH	1649 3RD ST SW	$67.71
82940000-002	APPLETON JACQUES	253 HIBISCUS ST	$264.48
84427400-003	ARACENA NICHOLAS	1313 4TH ST NE	$73.35
79720500-004	ARAUJO DE SOUZA MARCELO	300 26TH ST SW	$14.82
83950500-001	ARGANBRIGHT ZACHARY	285 AVENUE D SE	$47.14
71665400-002	ARGUINZONI GAMALIER	1473 31ST ST NW	$94.47
84236900-003	ARPINI CLEOMAR	604 SARNER PASS WAY	$189.84
000673-002	ARRINGTON DORMAIL	4207 SAN ROCCO WAY	$109.05
81102200-001	ARROYO ALYSSA	2405 AVENUE C SW UNIT B	$181.01
83218000-003	ARROYO MELISSA	5179 MICHELLE ST	$370.67
82629900-003	ARROYO RIVERA YAILEEN MARIE	8164 JAMESTOWN DR	$116.21
82574600-003	ARTURET YARANIS	110 PARKER LN NE	$175.57
74736800-001	AUDIFRE WILFREDO	4760 SUMMERFIELD CIR	$77.97
1788400-003	AUGUSTIN FELICIA	2225 4TH ST NE	$105.43
81937600-002	AUGUSTO JOEL	210 AVENUE C NE # C	$24.59
82506700-003	AUSTIN MARC	485 TERRANOVA ST	$47.08
80683100-001	AVILES SAMANTHA	717 CRESTWOOD DR	$215.62
80589500-002	AYERS BRENDA	130 AVENUE C NE A DOWN	$91.37
83635200-001	BACH LAC BAKERY	260 AVENUE A SW	$220.85
000326-003	BADETTE MICHAEL S	2591 SAN MARCO WAY	$72.12
77212900-003	BAEZ MICHAEL	678 AUGUSTA RD	$284.33
82313100-001	BAILEY CHELSEA	6133 FOREST RIDGE WAY	$26.28
82135500-003	BAKER CORESHA	130 AVENUE C SE APT 32	$65.98
81515200-003	BAKER JAVARIA	9174 THOMASVILLE DR	$21.34
84502100-002	BAKER LAWRENCE	3117 AVENUE U NW # 1/2	$4,551.92
1624100-001	BAKER ROOSEVELT	2417 EDWIN ST NE	$34.27
84611400-001	BAKER STACIE	301 TERRANOVA BLVD	$193.05
81230100-001	BALDWIN ZOMALAR	2145 ROSE BLVD	$357.48
84079000-001	BALDWIN ZOMALAR	4723 MANDOLIN LOOP	$729.84
84682300-004	BALENTINE BRANDON	2065 ISLE ROYALE CT SE 243	$52.06

Bad Debt Listing FY2024-2025

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
78898800-001	BALFOUR JOSEPH	603 LAKE DEXTER CIR	$70.50
000089-002	BALROOP DEONARINE	3004 ROYAL ST	$619.35
84609600-004	BANKS REESE GERALDINE	269 MEADOWBROOK BLVD	$124.67
82434800-003	BARRERA STERLING DERLY	9398 OXFORD DR	$28.18
73029900-002	BARRIOS-RIVERA JOAN	7148 SUMMIT DR	$154.09
84202000-003	BARRIOS-RODRIGUEZ EDWARD	113 AVENUE C SE	$78.39
82130100-001	BARTLETT MARTHA	6364 LOLLY BAY LOOP	$166.20
84535200-003	BASSHAM CHRISTOPHER	1001 ROBIN LN	$304.14
83791800-001	BATES JOSEPH	486 ST GEORGES CIR	$38.90
83914400-001	BATES ZACHARY	850 REFLECTIONS LOOP E	$188.89
84557400-002	BATTLES CARNISHA	2824 AVENUE Q NW	$190.42
83141800-002	BAUER DARREN	749 CARROLL AVE SW	$169.84
80803000-002	BAXTER JOHNNIKA	711 LAKE JESSIE DR	$26.14
81638800-002	BEASLEY SARAH	5116 BIRD LN	$86.47
83631500-001	BEAUBRUN ASTRIDE	2300 AVENUE E NW	$206.96
84485000-003	BELL ANGELA	1604 2ND ST NW # 2	$188.64
81946900-001	BEMBRY III EMBRIGE	1720 WALLACE MANOR LOOP	$171.13
84062700-003	BENEDICT LOIS	956 SUNSHINE WAY SW	$34.54
84523400-001	BERGER REID	6277 PINEHURST LOOP	$41.08
84466100-001	BERNARD GAVIN	108 AVENUE R NE # 2	$59.99
1149500-001	BERNER KENNETH OR QUI DAN H	6460 HOLLYBERRY LN NE	$62.51
1149500-001	BERNER KENNETH OR QUI DAN H	6460 HOLLYBERRY LN NE	$62.51
82135500-002	BICKFORD AUSTIN LEE	130 AVENUE C SE APT 32	$20.68
84531600-003	BING JACQUELINE	124 SUNFISH DR	$203.37
82194800-001	BIRD JAMES	3808 OSPREY POINTE CIR	$84.63
80105600-004	BISHOP DELANO	3507 AVENUE T NW	$89.20
29696100-002	BLACK ROBERT	1530 S LAKE HOWARD DR	$70.42
80681200-003	BLAKE GREGORY	409 AVENUE F SE	$5.53
82233400-001	BLANCO RICARDO	3711 JULIUS ESTATES BLVD	$110.40
82561900-001	BLOCK HENRY OR ROSA IVETT	263 LOMA DR NW	$1.56
83521100-001	BODWAY BRENDA	601 2ND ST SE	$101.60
71925500-001	BOOTH DENNIS R	1752 ELBERT ACRES CT NE	$84.95
82585200-003	BORIA HECTOR	2300 ROSE BLVD	$75.52
84508900-002	BOSIO JACE	3077 BRENTON MANOR LOOP	$1.75
84590200-004	BOSWELL GREGORY	1604 NORMANDY HEIGHTS BLVD	$355.45
6266900-001	BOTNER RITA	400 AVENUE C SE	$486.65
84609300-007	BOUIE DELLAIJHA	215 KINGSHILL CT SE	$623.07
79905100-001	BOURQUE WILLIAM	592 TERRANOVA CIR	$61.40
84621500-003	BOWENS RASHAD	411 AVENUE D SE	$239.63
82962100-001	BOYENGER EDWARD OR MELANIE	1246 SOPHIA BLVD	$83.54
80540300-003	BOYETTE JEFFREY	6780 BRENTWOOD DR NE	$213.11
83149800-001	BRADBERRY TIMOTHY	3407 FOX RIDGE ST	$65.96
69647200-001	BRANDYWYNE HEALTH CARE	1801 N LAKE MARIAM DR	$19,848.71
69647300-001	BRANDYWYNE HEALTH CARE	1801 N LAKE MARIAM DR # FS	$12.60
84145500-004	BRAVO JOSE	5671 STRUTHERS CT	$112.59
84685900-003	BRAXTON JENET	1824 6TH ST SE	$378.73
9318100-001	BREUGGEMAN WILLIAM	724 AVENUE D SW	$233.62
79329400-001	BREWSTER PATRICIA	241 LAKE NED RD	$174.47
84627400-001	BRICE COLBERT	3103 AVENUE O NW	$87.94
79341400-003	BRICE MAXWELL	1423 SHERIDAN ST SW	$78.52
83559300-003	BRICENO GERSON	3285 AVENUE Q NW	$33.51
000313-003	BRISSETT NICKOLAS	965 EAGLE ROCK TER	$675.74
82702900-002	BROCKLESBY DARLENE	5722 E LAKE FOX DR	$10.43
82359100-001	BROOKS KEARRA	2611 AVENUE C SW # C-S	$20.30
82972200-001	BROOKS SR ALPHONSO	3 WINTER RIDGE CT	$0.15

Bad Debt Listing FY2024-2025

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
78546200-002	BROUSSARD FRANKLIN	224 1/2 AVENUE Q NW	$60.45
82107600-002	BROWN ANDREW	2040 SAN MARCOS DR SE 205	$105.09
80356800-003	BROWN ASHLAND	623 WEXFORD CT	$38.75
81626500-001	BROWN CHARLES	607 COUNTRY LN NE	$71.38
80964600-002	BROWN DEVANTE	6244 WATER LILY CT	$1,135.31
83323000-001	BROWN HEATH	310 LAKE MARIAM BLVD	$262.76
82970000-001	BROWN JAMES	209 SIBERIAN CYPRESS CIR	$50.42
79699000-001	BROWN NICOLE	2761 ROCHELLE DR	$157.03
84294700-004	BROWN SURBREEKA	2318 W CANNON TER UNIT A	$168.52
80476000-001	BROWNE MELISSA	4907 WILLOWBROOK CIR	$287.74
000586-001	BSC P & E LLC	1850 OLYMPIAN WAY FH	$256.64
79294500-002	BUCKLES DAVID	2710 IDYLRIDGE WAY	$10.51
64488600-001	BUCKLEY LISAANNE	4406 GLENNS LNDG	$29.89
75700700-001	BURGESS NATHANIEL	320 AVENUE U NE #18	$25.34
71852600-001	BURGIN JIMMY	1545 ROSELAWN ST SW	$162.15
83629000-001	BURGOS CRISTIAN	2302 12TH ST NW	$9.29
80129500-003	BURGOS JUSTIN	3931 AVENUE R NW	$112.65
83619700-001	BURKE BRYAN	3832 OSPREY POINTE CIR	$292.95
79566100-002	BURKHEAD BRIAN	3810 AVENUE R NW	$10.43
68712600-001	BURKS DAVID	344 RUBY LAKE LOOP	$233.70
83873400-001	BURLEY PAMELA	8595 JAMESTOWN DR	$177.74
84700900-001	BURNHAM ANGELENE	9030 THOMASVILLE DR	$208.00
82357700-005	BURNHAM CHLOE	231 PALMETTO AVE NW	$123.22
81884600-002	BURNHAM RASHEMA	706 MARTIN LUTHER KING BLVD NE	$513.44
70762500-001	BURNS TINA C	104 DRISCOLL LN	$63.86
27298100-001	BURRESS SHOE REPAIR	503 CYPRESS GARDENS BLVD SE	$593.07
83388900-004	BUSSEY SHABRIA	220 CROWN CT	$50.06
83261200-003	BUTLER JR JEROME	501 AVENUE L NE # A	$189.87
81464700-002	BUTLER TEKAYLA	915 5TH ST LK IDA BLDG 4 #305	$3.93
82850800-002	BY HIS DESIGN STRATEGIES INC	329 W CENTRAL AVE	$1,530.65
83989400-002	CABAN DIANNE	390 17TH ST NE	$3.56
81417100-001	CABAN LUIS A	906 AVENUE H NE	$154.44
84400200-003	CAEZ FIGUEROA CAROLYN	316 LAKE SMART CIR	$105.42
83115700-002	CAIL LEONAL	687 AVENUE G SE	$57.16
81945200-004	CALLAHAM HANNA	139 AVENUE D SW # 1/2	$46.19
82428800-001	CALLOWAY ROBI OR BROOKE	2040 SAN MARCOS DR SE 104	$26.87
84400300-001	CAMACHO MOLLY	159 AVENUE J SE	$46.37
84382500-003	CAMARATA SHERI	7146 SUMMIT DR	$29.02
83157400-003	CAMERON BRIEUNA	3145 ROYAL TERN DR	$346.53
68770800-001	CAMPBELL JANE	3104 CYPRESSWOOD BLVD	$82.39
79380700-001	CAMPBELL WILLIS ESTATES	862 AVENUE S NE	$265.65
71336000-003	CAMPOS JESSICA	159 LAKE RING DR	$628.78
78380700-001	CANNICI RICHARD	1037 EAGLE DR	$257.52
83774100-001	CANNON GARRETT	310 FARNOL ST SW APT 1	$214.93
1486900-002	CANNON TAMEKA	2413 MARY JEWETT CIR NE	$281.40
83886200-003	CANTOR JUAN OR MARISLEYDY	153 BROWNING CIR	$6.23
14218200-002	CARBON ACQUISITION GROUP LLC	1305 37TH ST NW	$66.64
71386800-001	CARDONA HELGA	3070 AVENUE U NW	$284.95
83908100-001	CARDONA YAID	540 MCKENNA DR	$250.80
11312300-001	CARL DEANNA	1126 SUNSHINE WAY SW	$134.44
82067600-001	CARMICHAEL CARLIE A.	403 5TH ST SE	$162.25
65711300-001	CARMIN Z GENE	511 PEBBLE SPRINGS CT	$8.66
80602600-002	CARMONA IRMA	1421 3RD ST NE	$122.33
72092200-001	CARNAHAN ROSS	602 TURNBERRY CT	$247.25
8592800-001	CARPENTER GRETTA	1103 CYPRESS GARDENS BLVD SE APT 25	$139.19

Bad Debt Listing FY2024-2025

ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
84123100-002	CARRIEDO JESSE	941 N HERON CIR	$20.30
84290900-004	CARRILLO CORTES ANDRES	1107 EAGLE POND DR	$38.96
15219600-001	CARSON F B	2750 AVENUE P NW	$75.98
82817900-001	CARTER ELLEN R.	531 LAKE HENRY DR	$89.23
77080800-002	CARTER VETRA	3051 BUCKEYE POINTE DR	$1,970.07
84558000-004	CARTWRIGHT PATRICIA J	720 6TH ST NW APT D	$199.54
82087600-002	CASADO FRANKIE	1709 WALLACE MANOR LOOP LOT 40	$35.92
83595700-001	CASHMERE BEAUTY STUDIO	2209 28TH ST NW	$121.21
82714900-001	CASTEEL JUDY	6022 GRAND OAKS DR SE	$17.52
82385000-001	CASTILLO DARCISO	127 MORNING GLORY CIR	$147.69
84659300-002	CASTRO DENNIS	3288 COUNTRY WALK CLUB CIR	$508.47
83716900-003	CASTRO LUS	8106 JAMESTOWN DR	$262.16
81115800-002	CASTRO YARIMAR	1947 BRETTON RIDGE DR	$119.97
84536100-001	CATASUS JESSICA	611 RIDGE TER	$88.87
81614800-002	CAUTHAN JESSICA	2114 LAKE BLVD NW	$260.90
80437100-001	CELESTIN WILVIANNE	2000 15TH CT NW APT 11	$81.20
72060500-004	CELISCAR LOURNEDIANA	512 AVENUE B NE	$102.82
75487500-001	CENTRAL WINDOW SALES INC.	320 3RD ST SW	$190.89
79800200-001	CERTIPAY PROPERTY HOLDINGS LCC	147 AVENUE C SW	$1,300.68
81305900-001	CERTIPAY PROPERTY HOLDINGS LLC	120 BATES AVE SW	$130.52
80540300-002	CERULLO SAIDE ELIZABETH	6780 BRENTWOOD DR NE	$645.73
83366000-003	CHAIN OF SMOKES	828 6TH ST NW	$37.55
84431500-003	CHANDLER ALYSSA	140 MANDOLIN DR	$598.72
81052200-002	CHANEY JEREMY	413 RUBY LAKE PL	$29.18
83987000-001	CHAPA JOSE	651 BATES AVE SW	$125.82
83980800-001	CHARLESTON JR WILLIE	3865 OSPREY POINTE CIR	$158.04
84509800-003	CHASTAIN SARAH	185 INMAN BLVD	$178.46
83358400-001	CHERY RICHARDSON	641 AVENUE B SW	$45.11
60792600-001	CHIAVUZZI NICHOLAS	3333 FOX RIDGE DR	$25.11
76601500-001	CHIPPAS JANET S	2160 SAN MARCOS CIR SE 506	$305.17
84461700-001	CHONTA SPENCE LATONUA	532 AVENUE K NW	$111.80
80868900-001	CHUDGAR KISHAN	9003 THOMASVILLE DR	$26.61
80248500-003	CINEUS LOUIS	320 PALMETTO AVE NW	$600.59
80099400-001	CLARK FLOOR COVERING	128 W CENTRAL AVE	$157.05
16471200-001	CLARKE G.	2211 STARBOARD	$55.05
83346500-001	CLAYTON EDWARD	1816 4TH ST NW APT 4	$176.10
82036100-004	COFFER KENNISHA	3330 AVENUE J NW	$1,970.19
81759900-001	COGBORN RAUL	44 SAINT KITTS CIR	$171.48
77420700-001	COLEMAN BONNIE	286 17TH ST NE	$55.73
70976100-001	COLEMAN CHRISTOPHER D	137 KINGS POND AVE	$1,060.96
81381900-005	COLEMAN TREMEL	287 OLEANDER ST	$408.66
79467300-001	COLLINS CONNIE	1816 4TH ST NW APT 3	$85.83
82337800-002	COLLINS GREG	210 AVENUE C NE # A	$379.41
82347800-001	COLLINS JADAH	708 PARKER LN NE	$73.17
84083100-001	COLON BRYAN OR LOPEZ SANG	5548 FOREST RIDGE DR	$42.05
82192000-001	COLON HECTOR	1314 28TH ST NW	$133.69
84056900-003	COMBS AMY	2877 WHISPERING TRAILS DR	$27.71
45828100-001	COMMERCIAL WAREHOUSING INC	102 COVINGTON CV SE	$16.11
84310800-001	CONEY CHATY	520 AVENUE L SE	$359.63
77246700-003	CONOLY KATRICE	5642 STRUTHERS CT	$645.38
83251000-003	COOPER CHARISE	602 AVENUE F NE	$652.58
84072700-001	COOPER IMANI	611 AVENUE G SE	$206.40
83438200-001	COOPER SR SEDRICK	3396 AVENUE R NW	$139.04
82969900-001	COPE ADDISON	720 17TH ST NE	$153.35
80808200-003	COPELAND ALTO Jr.	1077 CRESTWOOD DR	$167.22

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
81755200-001	CORDERO AIDA	4118 FISHERMANS LNDG	$70.50
82842700-005	CORDOVEZ KRISTINA	805 AVENUE M SW	$109.99
84542000-001	CORNWELL TRACI	806 AVENUE L SE	$23.62
80414600-002	CORONADO ANNA	647 ORRIN AVE SW	$714.11
83251800-001	CORREA MARIA	4420 GLENNS LNDG	$366.69
84488400-002	CORTES MARIA	1604 LEAMINGTON LN	$136.32
80936000-001	COSME-MILIAN HEATHER OR DANNY	6156 FOREST RIDGE WAY	$1.51
1307200-001	COVINGTON BETTY	2200 9TH CT NE	$175.92
70509400-001	COWART AMOS	2300 1ST ST N	$101.77
63706800-001	CRAIG JACK L	153 LAGOON RD	$1,175.45
82582300-002	CRAWFORD DAISY	3110 AVENUE S NW	$148.24
82919000-004	CRESPO VALESKA	100 AVENUE K NE	$30.90
79748300-002	CRUMMER DAVID	1910 19TH ST NW	$42.39
84703500-002	CRUZ AMY	2759 ROCHELLE DR	$253.79
82745200-004	CRUZ JONUEL	9123 THOMASVILLE DR	$159.18
83406800-002	CUCURELLA ROBERT	345 CORSO LOOP	$181.64
82208400-003	CUI PING	108 WATERSIDE CIR	$103.20
79465900-001	CULBRETH DONNA	105 COVINGTON CV SE	$140.44
84041100-003	CULP JONATHAN	735 AVENUE A SW APT A	$557.13
79612300-001	CUMMINGS GERALDINE	130 E LAKE DEER DR	$212.35
84621500-001	CUNNINGHAM KAYLA	411 AVENUE D SE	$26.40
82725900-002	CURRY GERIA	1325 FAIRFAX ST NE	$193.92
84702200-002	CUYLER JOHN	325 ST GEORGES CIR	$71.79
52458300-001	DANIELS II THOMAS H	825 AVENUE Y NW	$86.70
81362500-001	DARJEN HOLDINGS INCORPORATED	7000 CYPRESS GARDENS BLVD	$49.24
77987600-004	DART MICHAEL	348 SUWANNEE RD	$47.27
83799400-001	DAVILA FIGUEROA ANGEL LUIS	1042 MEDINAH DR	$129.90
80005000-001	DAVIS ANGEL	101 PALM DR	$5.94
81904400-001	DAVIS HARRIETT G	1375 3RD ST NE	$127.46
82660700-001	DAVIS MICHELE	2157 5TH ST NE	$1.65
84449200-003	DAVIS OR HOLMES JEANKYRIA OR YOLANDA	1210 AVENUE Z SE UNIT C	$89.69
82922200-004	DAVIS RASHEE	1397 LUCERNE LOOP RD NE	$12.53
72787600-004	DAVIS RAVEN	265 PALMETTO AVE NE	$149.57
81137700-001	DAVIS SAMANTHA	2009 MARILYN AVE	$77.75
84030300-003	DAVIS SHARHONDA	1040 CAMBRIDGE DR	$505.74
17876400-001	DAWKINS LEXIE MAE	1840 4TH ST NW	$216.58
84565300-004	DAWSON JR LASAUNDA	1083 IDYLWILD DR NW #B	$38.77
000666-001	DBE MANAGEMENT INC	1905 ELOISE LOOP RD FH	$363.08
73824000-002	DBR CONSTRUCTION LLC	820 AVENUE R NE	$64.72
81534200-001	DE ARCE WIDALYS	6022 GREY HERON DR	$33.87
84598300-002	DECEMBRE LUNEL	2934 AVENUE G NW APT HOUSE	$181.79
77284100-002	DECKER ROBERT A	5884 FOX HAVEN DR	$2,280.18
79341400-002	DECLOU JASON	1423 SHERIDAN ST SW	$727.25
83966700-001	DEDOS NEIDA	2234 AVENUE F NW	$71.64
81744900-001	DEESE KELSEY	701 PARKER LN NE	$218.37
84237100-001	DELIZ EDGARDO	547 SANCTUARY BLVD	$198.05
84451800-001	DELMA ALEXANDRA	2319 W CANNON TER NW # 3	$69.33
80917200-002	DELVA WILNER	810 AVENUE L SW	$200.75
82959400-001	DEMARCO LISA	1481 LUCERNE LOOP RD NE	$147.00
80599400-003	DEMIDIO ROBERT	5931 SILVER FOX DR	$665.95
15201300-001	DENMARK A. WALLACE	1607 31ST ST NW	$90.84
84643500-002	DENNISON SHELLY JO	1313 BALD EAGLE LN	$8.55
53960100-001	DENNISON SHERRILL A	2000 W HARTRIDGE TER	$38.10
80290700-001	DERNIER CIUS	2407 6TH ST NE APT 1	$175.80
84473000-003	DESIR FRANCIA	2306 BRASSIE CT	$83.19

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
82224600-001	DEVINE DEBRA	1925 9TH ST SE	$96.40
82098000-001	DEXTER GERALD	1719 TERRY CIR NE	$29.74
80735500-003	DIAS ROLEXIA	1710 GARDEN LAKE DR	$17.64
82863000-003	DIAZ JUAN C	350 AVENUE C NE APT 6	$88.70
79953700-001	DIEPPA PRISCILLA ZAYAS	2445 BRENT AVE SW	$61.52
84488600-002	DINKLAGE CHRISTOPHER	1545 LEAMINGTON LN	
84407000-001	DODSON JR MICHAEL	2169 ROSE BLVD	$414.47
82660300-003	DOMINGUEZ MARISELIS	8362 JAMESTOWN DR	$38.42
82384800-001	DONAHUE RACHAEL OR JAMES	1733 SANDALWOOD CIR SW	$214.52
83497200-003	DONALD KAMECIA	1630 AVENUE E NE	$143.42
71815100-001	DONALDSON JEAN	216 TERRANOVA BLVD	$66.03
84585600-001	DONJUAN JASMINE	740 AVENUE L SW	$308.14
79359500-003	DORT SONISE	2450 BRENT AVE SW # B	$97.16
84215700-003	DOUGLAS KAITLYN	2057 WHISPERING TRAILS BLVD	$34.67
79985500-003	DOWLING TERRASHIKA	8078 JAMESTOWN DR	$117.57
84661400-002	DOWNING JENNA	806 1/2 AVENUE O SW # B	$3.03
82412100-001	DUBREUIL MARIE	403 PARKER LN NE	$20.68
82661800-001	DUFFY ARTHUR OR THELMA	711 LUCERNE BLVD	$0.27
17819500-001	DUGAZON SAINTANNE	2103 2ND ST NW	$72.65
84444500-002	DUNCAN TARA	1743 CARNOSTIE RD	$382.63
47851500-001	DUNNAHOE FRANKLIN	805 LAKE ELBERT CT	$184.85
84106100-001	DURHAM LACY	7625 CARLTON ARMS BLVD	$76.57
84670700-001	DUVAL MARIE	217 LAKE LUCERNE WAY	$89.35
51186100-001	DUVALL STACIE L	220 36TH ST NW	$2.64
81554300-001	EARLE SHELDON	8844 COLONIAL DR	$448.63
69766100-001	EBERLE RAYMOND	6462 HOLLYBERRY LN NE	$201.10
80112500-001	EDOVIC SYLVESTER	1715 BROXEY CT NE # 1	$25.64
83571500-002	EDWARDS KARIMAH	319 SUNFISH DR	$233.94
83182500-002	ELIAS JACQUES W	922 29TH ST NW	$165.68
84370800-002	ELLIOTT CELESTINE	2013 BUCKEYE RD NE	$196.49
78386100-004	ELLIOTT DALTON	5607 STRUTHERS CT	$18.74
82931800-003	ELLIOTT KIANTE	1232 SALISBURY DR	$339.29
84440000-001	ELLIS JILL	3806 AVENUE R NW	$3.46
84002700-003	ELLIS SYMONE	348 LAKE SMART CIR	$169.66
84702100-002	ELOUAFI LOUBNA	2075 ISLE ROYALE CT SE 266	$18.88
84166200-001	ENCARNACION TERESA	268 OLEANDER ST	$185.76
84145000-002	ERAZO EFRAIN	495 AVENUE F SE	$19.16
84681300-003	ESPADA ELIANY	1046 BILTMORE DR NW	$12.77
81419500-003	ESTIME YVETTE	4899 SUMMERFIELD CIR	$380.39
82369600-001	EUGENE DOODY	104 CAMBRIDGE SQ	$17.29
80697400-001	EXCLUSIVE 1 LLC	1110 6TH ST SW	$119.39
82418200-004	EXILUS MICHELET	235 PALMETTO AVE NW # A	$127.40
84423500-003	FABBRI SIMONE	2208 AVENUE F NW	$127.70
82301200-003	FABIAN MASSIEL A	3054 ROYAL TERN DR	$116.52
84360400-001	FADOL KETCHY P	269 ST GEORGES CIR	$134.30
84028100-001	FAISON KEDRICK	6130 GREY HERON DR	$30.21
83541900-002	FALU BAEZ MACAULAY	1629 AMBAR CT	$578.23
82499000-001	FARBER JESSEY	3115 AVENUE U NW	$2.51
81340200-001	FARRELL KRISTI M	3209 OAK TREE LN	$93.97
83939900-001	FELICIANO VIRGINIA	909 15TH ST SW # A	$229.73
82662100-001	FELTON VERONICA	2262 5TH ST NE # B	$544.85
84028300-001	FERRARA LOUIS OR TRACEY	123 ELOISE OAKS DR	$173.46
83487300-001	FICK SAVANNAH PADGETT	3323 FOX RIDGE DR	$301.00
83472900-001	FIELDS LATANGERISE	308 5TH ST SE	$0.20
84162700-003	FIELDS SONJA CHARISSE	748 31ST CT NW	$27.95

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
62913700-001	FISHER GEORGIA	152 LAKE MARIAM RD	$484.25
79702800-003	FITZGERALD KRISTEN	3014 HICKORY ST	$117.89
78228500-003	FL CASH HOME BUYERS	112 BYRON PL	$81.80
82426300-001	FLORES VANESSA A	546 LORIENT DR	$4.70
83374100-001	FLORES-RIVERA LESLIE	921 5TH ST LK IDA BLDG 3 #302	$22.77
64357500-002	FLORIDA HOME CHOICE REALTY	4121 FISHERMANS LNDG	$25.11
83812800-003	FOREMAN MARIA OR ANITA	362 ALEXZANDER WAY	$523.96
83414400-001	FORESYTH TIARRA	828 AVENUE N SW	$94.53
82951100-001	FORTIN CHRISTOPHER	67 HATTERAS AVE	$11.11
82687700-002	FORTUNATO DOMINICK	801 PARKER LN NE	$6.43
84257600-003	FOSTER JOSEPH	700 REFLECTIONS DR	$186.90
71039500-002	FOWLER LORENZA	50 POE DR	$366.60
83089500-002	FOWLER ROSIE	2529 6TH ST NE # E-S	$1,482.77
84235900-003	FRANCEDA JR FIDEL	605 PIEDMONT DR SE	$98.01
82066000-003	FRANCO RICARDO	3157 WHISPERING TRAILS AVE	$306.77
84675100-001	FRANKLIN BRENAI	1931 BRETTON RIDGE DR	$202.88
83123000-003	FURBISH DAVID	1317 LUCERNE LOOP RD NE	$60.86
80924100-001	FUTCH DUSTEN	2700 WOODLAWN DR	$109.86
83163000-003	GAMBOA JEFFREY	1200 6TH ST NE	$131.05
77290600-002	GAMEZ MORATO MARIA	110 PARK DR	$168.33
84619900-002	GANDOLFF TATIANA	2103 WHISPERING TRAILS BLVD	$148.98
83784400-001	GARCIA BRITTANY	8345 JAMESTOWN DR BLDG 40	$13.65
76661500-002	GARCIA JESUS	440 FISH HAWK DR	$463.08
84505600-003	GARCIA JUDAH	708 MARTIN LUTHER KING BLVD NE	$1,451.70
83371600-003	GARDINER RUTHLYN	410 ST GEORGES CIR	$69.24
82082500-001	GARLAND CHRISTINE	1117 HILLCREST DR NE	$6.31
84330000-004	GARY DEQUARIUS	315 MACLANDON CT	$393.05
83948100-003	GASKINS GARRY	505 SEARS AVE NE	$2.74
83814000-001	GASKINS MITCHELL	339 AVENUE Q NW	$489.77
83008100-003	GAVINO LABOY RENTZIE	2300 W CANNON TER NW APT E	$25.38
82413100-001	GAYLE CLOVIS	4858 ST JAMES CT	$289.72
83804900-002	GERACI TIM RAY	317 AVENUE G SE	$135.06
78915600-001	GETZ MICHAEL	4953 OLD LUCERNE PARK RD # A	$64.71
82816800-002	GHOLAMI ARMIN	2024 LEISURE DR NW	$29.26
83644600-005	GIBFRIED JASON	306 MAYFAIR PL SW	$130.44
84377800-001	GIBSON BRITTNEY	9066 THOMASVILLE DR	$25.60
26017700-001	GILBERT JR MARVIN	217 MARTIN LUTHER KING BLVD NE	$169.01
17058500-001	GILBERT THOMAS E.	899 5TH LAKE IDA ST	$3.02
84576100-003	GILLES ADRIENNE	1715 CARNOSTIE RD	$37.11
83811400-001	GIPSON CHANCE	2024 KINGS XING SW	$38.09
72230300-002	GIRALDI LEIANA	1828 2ND ST NW	$751.12
84061300-004	GLENDENING JESSICA	733 CANBERRA RD	$247.11
82764000-002	GLENN SIMON	5955 FOXHOLLOW DR	$38.23
84635200-002	GLOVER ELISHA	994 AVENUE S NE	$350.49
71706200-003	GO FUND PROP 1 LLC	4629 PALMETTO DR NW	$128.26
84672800-006	GOLECKI TINA	1327 LUCERNE LOOP RD NE	$148.73
83236600-002	GOMEZ PEDRO A	258 MEADOWBROOK BLVD	$52.98
83523900-001	GONZALES LAURA	1844 INMAN DR	$1,654.12
83247600-005	GONZALEZ EVA	707 AVENUE B SW UNIT B	$8.41
84385700-001	GONZALEZ KEVIN OR	516 MCKENNA DR	$178.95
83187100-001	GONZALEZ MATTHEW	100 AVENUE W NE	$113.80
83419300-003	GONZALEZ OJEDA VON MARIE	6075 GREY HERON DR	$125.02
79545600-002	GONZALEZ TOMAS	104 LAKE LINK CIR SE	$47.65
80013200-004	GONZALEZ-HILL SONIA	254 24TH ST SW	$179.78
82692000-002	GORDILLO MARTINEZ ALEJANDRA	2204 LAKE DR NW	$67.38

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
82714200-002	GOSHA KENZAVIS	804 26TH ST NW	$88.93
84096700-003	GOSS KYREE NICHOLAS	855 SEARS AVE NE	$398.72
84096700-003	GOSS KYREE NICHOLAS	855 SEARS AVE NE	$398.72
77945400-002	GP PROPERTIES GROUP LLC	735 CARROLL AVE SW	$154.64
82647400-001	GRAHAM DAVID OR JODY	6042 GREY HERON DR	$152.21
82505100-001	GRAHAM WILLIAM	2901 PLANTATION RD	$412.52
83867800-003	GRANT JASMINE	2206 LUCERNE PARK RD APT 2	$23.37
84510400-002	GRAVES BENJAMIN	200 INMAN BLVD	$82.64
82946800-002	GRAY JR MICHAEL	237 ST GEORGES CIR	$317.77
83065900-001	GRAY SHACARA	1333 LUCERNE LOOP RD NE	$259.86
71842500-001	GRAZIANO JOHN	627 WEXFORD CT	$24.51
84313500-001	GREEN SHENICE	2019 BUCKEYE RD NE	$145.54
76920200-003	GREEN TRACI	2180 SAN MARCOS CIR SE 411	$477.33
84031900-001	GREENLEAF JERRY	4236 MANDOLIN BLVD	$114.82
80624000-002	GRIFFIN CLANDRA	8625 JAMESTOWN DR	$326.67
25541600-001	GROGAN YVONNE H	710 AVENUE T SE	$26.28
84601200-001	GROSS DEACON	1103 CYPRESS GARDENS BLVD SE APT 43	$8.50
79503600-003	GUERRA GAGE	9036 THOMASVILLE DR	$77.07
84311000-003	GUERRA NELSON	2436 AVENUE D SW	$21.37
83045000-001	GUESS AUNDREA	347 MANDOLIN LN	$551.38
79536300-001	GUNN MARTIN WADE	626 PIEDMONT DR SE	$1,365.13
34176200-001	GUSTAVE SOLANGE	902 SUNSHINE WAY SW	$66.49
74314300-002	GUTIERREZ MARCOS	2805 AVENUE J NW	$21.26
80129500-002	GUTIERREZ PABLO	3931 AVENUE R NW	$16.25
80245000-002	GUYNN EDEN	2521 HELMS RD SE	$47.97
76842700-002	GUZMAN EVELYN	101 PARKER LN NE	$45.47
82616000-002	GUZMAN EVELYN	809 PARKER LN NE	$121.61
84677400-004	HADDEN EMMA	3805 AVENUE K NW	$184.33
28633800-001	HAGEN MARGARET	1205 12TH CT NE	$93.69
84509400-001	HAGGINS KIMII	555 AVENUE O SE	$158.79
84457400-001	HAIFLICH JUDY	3007 AVENUE S NW	$38.65
83267100-002	HALE STEPHEN W.	106 4TH ELOISE ST	$49.42
000904-003	HALL DAPHNE	723 GROVE ST	$830.96
84604200-001	HALL PATRICIA	433 SAVANNA POINTE ST	$65.54
84408700-003	HALTERMAN AMANDA	9440 OXFORD DR	$30.65
79352900-001	HAMMOND ROBERT	491 LAKE HENRY CIR	$158.41
83997000-001	HAMPTON LADARIAN	52 POE DR	$175.67
84310600-001	HARDLEY LESSIE	4135 BEDFORD AVE	$39.09
84671900-003	HARDY JOSHUA	5880 DRIFTWOOD DR	$16.06
74353700-001	HARING RUSS OR NORMA	5253 GREEN DR	$209.06
79875700-001	HARRELL BRENDA	2065 9TH LN NE	$13.38
84605400-002	HARRELL SANDRA J	1706 CARNOSTIE RD	
62687900-002	HARRIS AMY	125 STEVENSON RD	$34.18
76694700-001	HARRIS NAKEIR	2260 4TH ST NE APT B	$145.91
80057700-001	HARRIS SR NATHAN	130 AVENUE C SE APT 79	$22.66
80129000-001	HART NICOLE	722 LAKE ELOISE PL	$320.10
75258500-001	HART RUTH	1300 S LAKE MIRROR DR NW	$113.56
80804100-003	HARVIN IMARI	5747 FOREST RIDGE DR	$92.49
77335500-005	HASKINS ROY	136 MORNING GLORY CIR	$66.49
84355500-004	HAYE JUNIOR	508 LAKE SMART BLVD	$11.94
84585200-003	HAYES JORDAN	726 W CENTRAL AVE	$122.54
62824700-001	HEINTZ RODNEY	148 LAKE OTIS RD	$148.02
82090900-003	HELMS TEKEVA	1119 5TH ST SW	$127.39
80455400-003	HENDRIX TONY	3817 AVENUE T NW	$23.05
73829500-001	HENRY GAY SR.	1960 13TH ST NW	$54.24

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83175200-002	HENRY KHEDRA	2300 W CANNON TER NW APT B	$256.65
84495000-001	HENRY-SAYLES PROTEUS	304 PARKER LN NE	$147.81
63750400-001	HENSLEY SR ROBERT F	319 TENNYSON RD	$26.28
80917200-001	HENSON JAIME	810 AVENUE L SW	$4.39
75941300-001	HEPZIBAH INC	637 1ST ST S	$141.84
24022200-002	HERNANDEZ ANA	1990 5TH ST NE	$248.77
84210400-001	HERNANDEZ LIZMARIE	6054 FOREST RIDGE LN	$277.79
80780500-001	HERNANDEZ MIGUEL OR DOLL	217 25TH ST SW	$33.11
80130300-002	HERNANDEZ VANITY	8702 JAMESTOWN DR	$267.31
82541400-002	HERRERA LEANDRO	556 MARTIN LUTHER KING BLVD NE	$162.85
80589100-001	HERRINGTON SENETRYA	821 AVENUE N SW	$287.33
79913100-001	HETTMANSPERGER ROBERT J	9 STILLWATER RD	$134.84
83954900-001	HETZINGER WILLIAM	2512 SHERWOOD ST	$298.16
61599100-002	HEVERLY ETHAN	328 VAIL DR	$104.72
81790100-001	HICKS ANN & FREDDIE	1669 VIENNA SQUARE DR	$209.47
82265100-001	HICKS JACINTH	1632 WALLACE MANOR BLVD	$75.62
83214700-001	HIGGINS KRISTINA	605 HERBS RD	$83.83
78474400-003	HILL MARQUIS	2231 5TH ST NE # B	$17.74
84537500-003	HILL SAVION	263 PALMETTO AVE NE	$206.03
81157900-002	HILL TABITHA	411 LAUREL COVE WAY	$320.24
84523900-002	HINKLEY AMY	1597 36TH ST NW	$38.56
82989600-002	HITA YUSLEYDIS	335 7TH ST SW	
84091900-002	HJORT JOHN D	510 AVENUE K NW APT 6	$181.08
84104300-002	HODGE HANNAH	1802 3RD CT SE APT A	$91.23
13278100-001	HODGES LEROY	3019 AVENUE F NW	$28.69
84687900-002	HOFFMANN JESSICA	5888 FOX HAVEN DR	$761.14
84277600-001	HONORE JESIKA	1103 CYPRESS GARDENS BLVD SE APT 40	$29.72
83414900-001	HONORS LAREXIA	1723 2ND ST NW	$57.08
84656100-003	HOOKER BRUCE	7561 CARLTON ARMS BLVD	$95.41
38393100-001	HORNE PAULINE S	130 AVENUE C SE APT 57	$26.13
83753500-001	HORTA WILFREDO	1032 CAMBRIDGE DR	$192.29
84306700-002	HOWELL ANDREW	609 SARNER PASS WAY	$224.74
83012700-002	HOWELL LARRY	8585 JAMESTOWN DR	$136.83
3951900-001	HOYLE MARY	450 AVENUE B NE	$168.72
83181100-001	HUBBARD JACKIE	655 AVENUE C SW	$14.29
81886200-001	HUBLAR HEATHER M.	1209 CRESTWOOD DR	$100.04
83878600-002	HUERTA DELORES	1771 INMAN DR	$91.30
81614800-001	HUGGINS SHEILA	2114 LAKE BLVD NW	$149.08
83353700-001	HUGGINS WILLIAM M	435 SANDESTIN DR	$269.48
80239200-003	HULL CARRIE	2353 LAKE DR NW	$46.89
79455700-004	HUMBERTSON JASON	1540 S LAKE HOWARD DR	$256.89
82785500-002	HUNG KUNRONG	7358 BENT GRASS DR	$20.70
84422100-004	HUNKIN-VALENTIN OLIVIA	410 LAUREL COVE WAY	$164.97
84624300-003	HUTCHINSON BRANDON	207 S LAKE SILVER DR #12	$45.26
83205300-001	HYATT NICHOLAS	6589 CRESCENT LOOP	$543.25
4216100-001	HYNSON BETTE	812 LAKE ELBERT CT	$13.14
84296100-003	JACKSON BERNARD	1481 HAINES DR	$59.74
82478400-001	JACKSON DANIELLE	2448 BRENT AVE SW # B	$237.33
82715700-001	JACQUES ROSETTE	9124 THOMASVILLE DR	$68.50
71051900-001	JAGT DAVID	242 GOLF AIRE BLVD	$97.04
84639400-002	JAKUSZ KURT	423 LANHAM DR	$427.87
84439700-002	JAMES AMELIA	1052 SUNSHINE WAY SW	$122.86
81400400-001	JAMES KATRINA C	1741 3RD ST NE	$1,223.94
84575800-002	JAMES PARKER	682 AVENUE C SE	$146.65
80882500-001	JANNINI FREDERIC	587 TERRANOVA CIR	$106.93

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
84298800-003	JASON TIRADO MICHAEL	9132 THOMASVILLE DR	$15.30
72548800-001	JATRINSKI RONALD	1050 EAGLE DR	$85.81
81672700-002	JEAN BAPTISTE SUZE	2005 AVENUE G NW	$102.89
84425200-001	JEAN CARMEN	1463 SALISBURY DR	$474.25
80995600-002	JEAN CHRIS	3797 AVENUE T NW	$63.62
82227000-001	JEANS CREOLE CAFE	3400 AVENUE G NW	$55.78
84519600-001	JESSICA GRATTON OR JERRELL BOWENS	1229 NORMANDY HEIGHTS CIR	$82.48
80569800-003	JEUNEGARYSON LLC	907 6TH ST NW	$223.30
82260300-001	JIMENEZ DIAZ MARIA	3034 ROYAL TERN DR	$40.71
70934900-001	JOHNSON ANDREW	758 AVENUE N SE	$62.38
83177400-002	JOHNSON ARRIENNE	2356 ISLE ROYALE CT SE	$48.44
83449900-001	JOHNSON CHEYENNE	241 FARNOL ST SW	$19.02
83082100-002	JOHNSON DAKOTA	1800 3RD CT SE APT G	$36.76
80367900-002	JOHNSON DUSTIN	3814 OSPREY POINTE CIR	$32.09
83840200-003	JOHNSON ISAIYAH	121 AVENUE F SW	$88.24
84397300-002	JOHNSON JAMYIA	2419 AVENUE B SW B	$472.01
83555500-002	JOHNSON JR ANDREW	1710 INMAN DR	$88.13
84601500-005	JOHNSON KADESHA	1480 32ND ST NW	$38.26
83230400-001	JOHNSON KAMECA	416 AVENUE L NE	$879.82
84370200-001	JOHNSON NANNERL	5328 MICHAEL DR	$96.27
84535300-002	JOHNSON SAMUEL OR CHRYSTIE	280 SANTA ROSA DR	$46.39
82669400-003	JOHNSTON JAIME	7502 CARLTON ARMS BLVD	$43.12
82724200-002	JONAS LATOYIA	320 AVENUE U NE #8	$202.83
84069800-004	JONES BRITANEY	1401 LUCERNE LOOP RD NE	$233.84
83375000-001	JONES JENAE	202 AVENUE P NE	$751.81
83627300-001	JONES LADARIUS	145 REBECCA DR NE	
84503600-001	JONES RANDALL	2085 ISLE ROYALE CT SE 181	$35.33
84490400-002	JONES SONTERSA W	415 MACLANDON CT	$96.69
72395000-001	JORDAN EDWARD	455 RUBY LAKE PL	$79.04
81808800-004	JOSE RAMON	548 LUCERNE BLVD	$52.97
81788400-001	JOSEPH JASNER	204 AVENUE R NE APT 7	$247.65
80707700-001	JOSEPH LUCIANA	2000 15TH CT NW APT 25	$72.31
83856500-004	JOSEPH SANON	1250 5TH ST NE	$38.80
83856500-004	JOSEPH SANON	1250 5TH ST NE	$38.80
84638600-003	JOSHUA VELASCO HAYLEE FIX OR	250 23RD ST SW	$135.30
63386400-001	KAISER THERESA K	119 MORNING GLORY CIR	$52.42
84673400-005	KELLAM ANNIS Jr.	5665 STRUTHERS CT	$8.67
79347700-002	KELLEN INVESTMENTS	1506 FOXRIDGE RUN SW	$0.60
73478300-001	KELLY MARY	8329 JAMESTOWN DR	$59.54
84628800-001	KEMPTON JOSEPH	3608 AVENUE R NW	$224.34
79558900-001	KERNS CHERI	2159 ABBEY RD	$33.95
000763-002	KERR CYION	1734 CARNOSTIE RD	$91.57
82817200-001	KILPATRICK SHAWN	2233 9TH ST SE	$51.17
83869900-005	KIMBLE RUBY	3113 AVENUE V NW	$16.77
82417900-004	KIRKLAND NATALIA OR BRANDIFF	2037 WHISPERING TRAILS BLVD	$82.02
000397-002	KLEIN DANIEL	3904 OSPREY POINTE CIR	$1.62
81242400-003	KNAACK VANNESSA	603 TERRANOVA DR	$252.75
78441700-001	KNIGHTON RAKISHA	124 EDGEWATER DR	$80.19
82622100-001	KRISTON JR ALBERT	820 14TH ST NE	$252.01
77217700-001	KRUEGER JOHN	215 16TH ST NE	$236.32
70720600-001	KRZYSTON EDWARD	3948 CYPRESS LNDG W	$53.78
001096-002	KURAT HOMES LLC	728 REGGIE RD	$553.81
80902700-002	KURTZ BRADSHAW LISA	1056 HEARTWOOD CYPRESS DR	$25.33
81545600-003	L.A. PROPERTIES FOR INVESTMENT LLC	4257 ROBERTA DR	$65.18
84100200-001	LA TRIPLETA LOK LLC	1762 1ST ST N	$237.91

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
73038500-001	LAKOVIDIS PANAGIOTIS	1900 DUNDEE RD	$18.47
82754300-002	LAMBERT WESLEY	822 2ND LAKE IDA ST	$3.53
11694700-002	LAMEIRO PAUL	1523 FOXRIDGE RUN SW	$9.91
83419400-002	LAMONACO JOSE OR MILDRED	199 FOUNTAIN WAY	$118.53
83040400-003	LANDAVERDE CHRISTINE	192 FISH HAWK DR	$0.62
83722800-004	LANE CHARLES	3532 JULIUS ESTATES BLVD	$149.38
83942300-001	LARKIN CHEYENNE	1308 33RD ST NW APT C	$65.49
82205900-001	LAVIN SAMUEL	415 SEAGULL DR	$1,211.52
82770800-001	LAWRENCE JR KENNY	712 ORRIN AVE SW	$268.71
83771400-002	LEE RACHEL	149 POLK DR	$43.21
83254100-002	LEE THOMAS	544 COLEMAN DR W	$43.76
81479200-001	LEINBERGER NICHOLAS	1905 GARDEN LAKE DR	$109.96
77284100-003	LEISE VINCENT	5884 FOX HAVEN DR	$3,960.71
84563500-003	LEON MAXIMILIANO A	1776 CARNOSTIE RD	$174.29
77361500-001	LEUTERITZ JAMES	305 16TH ST NE	$169.37
81464700-003	LEVERETT TAQUALA	915 5TH ST LK IDA BLDG 4 #305	$202.95
73422400-002	LEWIS SAMUEL	1669 2ND ST NW	$215.40
82567600-001	LEWTER VERA	124 BATES AVE SE	$331.26
78438400-001	LIEU KIM	503 REDDICKS CIR	$70.41
84291900-002	LIGGON TYRA	2285 3RD ST NE	$292.61
82082500-002	LINDER HENRY	1117 HILLCREST DR NE	
81553800-003	LIS JAMES OR EVELYN	212 TOWHEE RD	$212.67
69885800-001	LISSETTE FRANCOIS	255 36TH ST NW	$120.92
68730000-001	LIVINGSTON DARRELL	720 SANTA MARIA DR	$72.55
84163200-001	LOMBARDI PATRICK MICHAEL	1902 GARDEN LAKE DR	$12.11
83581700-001	LONGO TEVIN	661 AVENUE B NW	$85.52
83523900-003	LOPEZ DAISHA	1844 INMAN DR	$152.26
82598800-003	LOPEZ JAIDIS AVILES	9652 WILLIAMSBURG DR	$141.57
84101400-003	LOPEZ JAMILETTE	210 SUNFISH DR	$34.63
79163200-004	LOPEZ KEISHLA	3302 AVENUE V NW	$124.32
78922300-005	LOPEZ MICHAEL	118 MACLANDON CT	$189.84
84469500-003	LORENZO ISELA	1469 LUCERNE LOOP RD NE	$277.57
79391900-001	LOSEY KELLY	9290 KLIBER DR	$48.36
82608400-002	LOUIS VIEILLEGELA	1304 CAMBRIDGE SQ	$62.88
83519400-003	LOUISGENOR DENISE	1210 AVENUE Z SE A	$66.62
84012400-001	LOUISIAS BRITTNEY	7560 CARLTON ARMS BLVD	$247.17
83701200-001	LOVE BRANDON	1813 16TH ST NW	$150.36
84402100-003	LOZADA CLAUDIA	1610 6TH ST SE	$465.58
50055400-003	LOZADA GERARDO	118 AVENUE B SE	$131.29
83003600-003	LUBIN LYN	140 LONGFELLOW RD	$148.32
84363700-001	LUND RANDALL OR DONNA	6017 PEBBLE BEACH BLVD	$94.02
71291400-001	LYLE GEORGE	1101 INTERLOCHEN BLVD	$168.87
84060800-001	MAACK KELLY	2900 AVENUE M NW	$17.55
72132500-002	MACDONALD KYLE A	1207 8TH ST NW	$12.33
83834700-003	MACHADO PRISCILLA	567 LUCERNE BLVD	$246.06
82797100-003	MADERA RICARDO	515 WINTER TER	$132.24
82868100-003	MADRIGAL NATALIE	3409 AVENUE R NW #A	$143.40
69032800-001	MAISOUN RABI	1998 8TH TER SE	$1,017.60
79247100-002	MALDONADO KRISTINA	412 SAVANNA POINTE ST	$769.05
81183500-001	MALOIY TATIANA	9105 THOMASVILLE DR	$108.37
83586400-001	MALONE DANIELLE	3230 AVENUE U NW	$216.85
83847300-002	MALONE DUSTIN	110 22ND ST NW	$340.85
83460600-001	MALTOS KRYSTAL	3057 BUCKEYE POINTE DR	$55.74
84640100-004	MANIFEASTATIONS LLC	844 6TH ST NW	$2.27
82789000-003	MANN JOHN	32 POE DR	$63.16

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
80051500-001	MANN SCOTT	2873 WHISPERING TRAILS DR	$61.00
83658300-001	MANNING ELIZABETH	5874 WINDRIDGE DR	$286.52
79809700-004	MARDY SANDRA	379 AVENUE N NE	$154.50
83131200-001	MARGARITA RAMOS LLC	510 AVENUE K NW APT 2	$51.80
84155800-002	MARKS DARLENE	724 CANBERRA RD	$112.99
78579800-001	MARRERO NEFTALI	2972 WHISPERING TRAILS DR LOT 196	$93.40
84599900-001	MARRERO PEREZ YARIVETH	1645 WALLACE MANOR BLVD	$17.54
84689000-001	MARRERO-ORTIZ LORENA	578 EAGLE LANDING BLVD	$1,406.23
72132500-001	MARSH GAIL	1207 8TH ST NW	$70.19
82257200-001	MARSHALL NATALIE	1916 EMILY BLVD	$196.99
84503700-003	MARTIN HANNAH	955 7TH ST NW	$158.32
84671700-002	MARTIN MORENO JOSE	2252 5TH ST NE # A	$23.89
81596700-003	MARTIN ROSA	4815 SUMMERFIELD CIR	$481.25
84667800-001	MARTINEZ DOUGLAS WILLIAM	3206 WHISPERING TRAILS AVE	$199.64
84162700-002	MARTINEZ RAYMOND D	748 31ST CT NW	$162.80
83858000-005	MARTINEZ ROBERTO	3218 WHISPERING TRAILS AVE	$13.00
74600800-001	MARTINSON WILLIAM	5012 PEBBLE BEACH BLVD	$27.00
83362300-003	MAYER AUSTIN	270 MEADOWBROOK BLVD	$2.05
80874100-001	MAYNARD TENISHA	2280 3RD ST NE	$180.87
83309900-002	MCBRIDE ROBIN	5669 FOREST RIDGE DR	$501.12
81657700-004	MCCANN SHELLY L	1202 12TH CT NE	$51.38
82463100-001	MCCLENDON LATASHA OR TERRY	100 HIGH ST	$77.84
84100100-003	MCCORMACK CHERYL	619 LAKE HENRY DR	$8.69
82578700-004	MCCOY DENISE	8800 COLONIAL DR	$164.67
001363-001	MCCRYSTAL CONSTRUCTION CORP	2680 WYNDSOR OAKS PL	$266.13
79526300-001	MCGLON TERRILL	632 PIEDMONT DR SE	$110.54
82427400-001	MCGRIFF JR. CHARLES	2395 4TH ST NE	$87.23
84631600-002	MCHUGH DEZARAY	5657 STRUTHERS CT	$624.97
84225700-002	MCKELL MICHAELA	629 AVENUE A NE	$220.96
77377800-003	MCKENZIE JASMINE	8803 COLONIAL DR	$150.62
84447900-001	MCKNIGHT BAILIE	2065 ISLE ROYALE CT SE 146	$24.06
83845900-001	MCLANE ANDREW	303 EAGLE POND DR	$100.80
84684000-002	MCLEMORE MICHAEL	275 25TH ST SW # B	$154.92
54447900-001	MCMAHON LEO A	1869 4TH ST SE	$3,280.61
84131200-001	MEADE THOMAS	735 BATES AVE SW # A-DOWNST	$23.95
83344700-001	MELENDEZ ANGEL	195 BLACK SKIMMER LN	$43.13
83129400-002	MELENDEZ MARIA	126 LAKE MARIAM WAY	$282.18
84367300-001	MELENDEZ PRISCILLIANO	8537 JAMESTOWN DR	$98.52
000876-002	MENDES DE FREITAS THIAGO	934 CATTLEMAN ST	$417.87
65779500-001	MERRYMAN LOWELL	449 SANDESTIN DR	$68.86
46925800-001	METELLUS LIONEL	914 29TH ST NW	$5.87
78906300-004	METELLUS MARC	9031 THOMASVILLE DR	$103.76
80147400-001	MEVOICIE ABANIE	2416 4TH ST NE # B	$106.81
84467300-002	MEYERS ANGELINA	680 AVENUE R NE	$195.33
83779700-002	MIGUEL ALAN	141 ANDREAS ST	$101.85
70894900-001	MILLER FREDERICK	1450 10TH ST NE	$113.26
81551200-001	MILLER KIMBERLY	461 ALLIGATOR DR	$3,903.16
84142900-004	MINNIEFIELD GERALD	532 WINTER TER	$29.01
82768800-001	MINNIEFIELD GERALD JR	2642 RUTLEDGE CT	$133.23
82390500-001	MITCHELL CLIFF	307 PARKER LN NE	$118.07
81930200-001	MITCHELL VERNECIA	833 TERRANOVA RD	$62.76
75627400-001	MITHCELL ANDREW	604 LYNDSEY LN	$83.86
83967200-001	MOCZO LUIS	996 CAMBRIDGE DR	$42.69
82690700-002	MOJICA SOTO CARIELIZ	606 RIDGE TER	$59.44
82924400-003	MOLINA MUJICA LUIS MIGUEL	105 BEACH DR	$10.46

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
84596000-001	MOLLOY MICHAEL	9410 OXFORD DR BLDG #74	$94.75
84278400-001	MOLTALVO CHRISTOPHER	609 PARKER LN NE	$63.64
84243400-003	MOMENT KIERA	1328 SALISBURY DR	$533.64
83081700-001	MONTES YUNILL	1206 SOPHIA BLVD	$147.36
81544300-001	MOONY LYNDSAY OR ALYSSA	2693 WHISPERING TRAILS DR	$82.11
80803300-002	MOORE DAWN	409 PARKER LN NE	$269.16
80320100-003	MOORE PATRICE OR JUAN	2000 15TH CT NW APT 3	$46.36
001111-001	MORALES ALEJANDRA	1220 35TH ST NW	$30.06
001100-002	MORALES YOLIEMAR	1462 AUSTIN ST	$53.12
79062100-001	MOREAU WISLINE	622 REFLECTIONS LOOP	$82.61
83349400-001	MORGAN MARISSA	9382 OXFORD DR	$229.58
83705500-001	MORGAN MATT	1130 6TH ST NW	$221.19
80354100-004	MOROSE FELANDE	1450 39TH ST NW	$30.07
84683000-001	MORRIS GREGORY	815 SEARS AVE NE	$421.36
83648300-001	MORRIS TROY	2914 JERSEY RD	$2.40
70014900-001	MORROW VIRGINIA	400 AVENUE B NE	$258.90
83967000-001	MOSELY RODERICK	8879 COLONIAL DR	$25.35
82580100-001	MOSKOVITS CHRISTINE OR DAVID	7116 SUMMIT DR	
82790100-003	MOVEMENT MORTGAGE	1495 6TH ST SE	$141.73
80536300-001	MUFALO ARNALDO	4454 MANDOLIN BLVD	$242.25
83568900-003	MUHAMMAD ABDUL	2806 SHUMARD ST	$561.73
000058-003	MUNSON LATOYA	169 INMAN BLVD	$501.55
81545600-002	MURCIA ANAIM	4257 ROBERTA DR	$48.71
83543400-003	MURPHY JOSHUA	3420 FOX RIDGE ST	$190.14
63016500-001	MURRAY ELIZABETH	6311 GROVE POINTE DR SE	$53.81
79460100-002	MYERS KIARE OR LUIS	130 AVENUE C SE APT 55	$5.77
80086600-001	MYERS STEVEN	544 HEATHER GLEN DR	$22.39
81251000-001	NAGY DOUGLAS	203 AVENUE I SE	$103.61
82912500-001	NAGY-VINETTE JESSICA OR	2995 PLANTATION RD	$411.64
84455100-001	NASH JR LAMAR ROBERT Q	529 TERRANOVA CIR	$242.36
83458000-002	NAVARRO YEIRA	1469 HAINES DR	$30.39
83278400-001	NEGRON ROCHE ESTEBAN	201 PARKER LN NE	$136.76
84540000-003	NELSON JOSEPH OR ANA COLON	1001 W LAKE CANNON DR NW	$95.46
001746-002	NEVES PROPERTY MANAGEMENT	1140 TYLER LOOP	$59.69
84482500-002	NEVILLE MARK OR CYNTHIA	535 SANCTUARY BLVD	$49.54
83655000-002	NEWBERRY KENNETH W	1706 EAGLE POND DR	$277.48
84166400-001	NGUYEN MELISSA	1658 NORMANDY HEIGHTS BLVD	$6.50
72633000-001	NICOLAUS JOE	3108 BUCKEYE POINTE DR	$34.71
54612300-005	NIEVES BARBARA JEAN	2208 SAN MARCOS CIR SE	$85.94
80369000-001	NORRIS CHRISTINE	5895 ROYAL HILLS CIR	$216.77
76463900-001	NORTHEY JR CHARLES	246 MCLEAN PT	$42.42
84569900-002	O'BRYANT JACOB A.	622 AVENUE S NE	$106.42
84083200-003	OCASIO JOICE	5640 STRUTHERS CT	$283.24
84088400-002	OCCELAN DORCE VELOUSE	1911 7TH ST NE	$567.86
79953700-002	OLIVERA ARMAS GERARDO	2445 BRENT AVE SW	$109.47
82124900-003	OLMEDA JUANA	103 STEVENSON RD	$116.93
75807800-001	O'NEAL MARY C	2760 ROCHELLE DR	$82.15
82685200-001	OR EVELYN RAMIREZ JORGE RAMIREZ-MEJIA	247 LAKE LUCERNE WAY	$15.14
001631-002	OR JOSE LUCAS RODRIGUEZ YANETH CRISTINA ROJAS	613 REGGIE RD	$362.35
84690800-001	OR JULIO WILLIAMS IZELLE PEREZ	807 AVENUE M SE	$134.22
78360400-002	ORTEGA ELMER	707 AVENUE D NE	$125.90
84674000-003	ORTIZ ALICEA JAHAIRA	9618 WILLIAMSBURG DR	$241.28
84161200-001	ORTIZ GARCIA MARGARITA	122 US HWY 17 S	$53.42
81638100-001	ORTIZ OMAR	3036 SABAL BEND DR NE	$130.98
68604100-001	OSBURN LEROY	940 OLEANDER DR SE	$71.04

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
81006000-004	OUTING XAVIER	108 PALM DR	$99.52
82910400-001	PABON ILEANA	4945 MANDOLIN CT	$263.03
83093000-003	PALMA KATHERINE	666 LAKE DEXTER CIR	$32.20
83335900-001	PALMER TIMEKIA OR KEVIN	2760 WHISPERING TRAILS DR	$122.03
1481800-001	PARKER CORNELL	2416 MARY JEWETT CIR NE	$86.38
84720900-004	PARKER SEBASATIAN BENJAMIN	754 AVENUE N SE	$295.29
83604800-002	PASTRANA JOSHUA	608 PIEDMONT DR SE	$82.97
68687200-001	PAXTON JANET	157 BEVERLY DR	$545.20
84340900-001	PENA ERIN N	22 BUCKEYE CIR NE	$59.06
84696700-004	PEREZ HERNANDEZ CHRISTOPHER	735 AVENUE A SW APT B	$36.44
82417900-003	PEREZ JOHN	2037 WHISPERING TRAILS BLVD	$471.80
83546000-002	PEREZ KATHERINE	204 TOWHEE RD	$645.00
000503-003	PEREZ STEPHANIE	995 GOTTHARD PASS DR	$2.78
83129400-003	PEREZ TANIA I MARCO	126 LAKE MARIAM WAY	$212.91
83365100-003	PERMAUL III RONALD	2065 ISLE ROYALE CT SE 145	$68.69
80641600-001	PEROS NIKOLAOS P	5858 BREAKWATER DR	$100.23
72884300-001	PERRON VALORIE	2401 AVENUE C SW	$194.40
000703-003	PERRY DARIUS	2694 SAN MARCO WAY	$33.29
83475700-001	PERRY MELANIE OR LEWIS	220 AVENUE C NE	$115.92
83147000-002	PETERSON BRYANT	1137 CAREFREE COVE DR	$86.66
82134000-001	PETIETFERE NESLANDE	3601 CYPRESS GARDENS RD APT 13	$86.00
84682600-002	PETIT MAT MARLENE	2217 AVENUE B SW	$44.97
73062100-001	PETTENGILL SANDRA	437 DURRELL CIR	$157.18
76337500-001	PFLEGER SUZANNE J	1230 VIENNA SQUARE DR	$61.61
83633500-002	PHAM HIEU	713 REFLECTIONS DR	$128.77
80220600-002	PHILLIPS GABRIELA	1760 WALLACE MANOR LOOP	$58.38
84349900-003	PHILLIPS STACIE	3798 FIELDSTONE CIR LOT 99	$38.72
77631600-001	PHYSICIANS PARTNERSHIP	550 POPE AVE NW	$290.62
79650000-001	PIERRE DJONY JEAN MARY	2382 EDWIN ST NE	$6.31
80348500-001	PIERRE ESTHER	2740 ROCHELLE DR	$793.26
82411300-003	PIPPIN CHRISTEANA	121 KINGS POND AVE	$789.35
82722900-003	PIVERGER GIOVANNI	1980 EDWIN ST NE # 20	$98.47
81975700-003	PLANCHARD BRIAN	2020 LIAMARIE WAY	$802.49
83144800-001	PLAZAS-ADAME FREDY	3156 COUNTRY CLUB CIR LOT 7	$308.99
62877500-002	PLUS PROPERTIES LLC	267 LAKE LINK RD	$2,137.03
84219900-001	POCH YENISEY	714 AVENUE O SE	$46.52
83291400-003	POINTER FELICITY	8783 COLONIAL DR	$288.87
80803000-003	POLASKE ROBERT	711 LAKE JESSIE DR	$122.09
84050600-001	POLLARD KILEY	2217 9TH ST SE	$125.64
81411900-001	POLLAROLO THOMAS	72 LAKE DAISY BLVD	$79.43
82139100-001	POLYNICE RUTH	2934 AVENUE G NW APT 1	$12.83
78816500-002	PONCE RAFAEL	1720 BUCKEYE RD NE	$264.80
83327300-001	POOLE ERICKA	7628 CARLTON ARMS BLVD	$415.85
84029300-001	POPE KIRSTIN	698 AVENUE C SE	$49.57
78447900-003	POPE TIERRA	2540 6TH ST NE # F-N	$95.17
80708800-001	POPKIN GARY	9498 WILLIAMSBURG DR	$55.34
82086900-002	PORTER JAMES S	1489 36TH ST NW	$16.12
001608-002	PORTUGAL CAROLINE	669 REGGIE RD	$125.49
29696100-001	POSTELL GEORGE E	1530 S LAKE HOWARD DR	$82.02
84642600-004	POWELL JANA	162 LAKE ROY DR	$34.81
84043400-002	POWELL TIA	100 STEVENSON RD	$169.14
83157400-004	POWELL TIERRA	3145 ROYAL TERN DR	$183.89
84695300-004	POWERS WHITNEY	720 6TH ST NW APT C	$18.72
84468600-001	POZO JR DAVID	305 20TH ST SW	$80.36
82921600-002	PRESSLEY LUCINDA	2161 ABBEY RD	$501.30

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
81775500-003	PRUSACK SPENCER	1548 NORMANDY HEIGHTS BLVD LOT 74	$627.17
83696600-001	PUSTOLKA NICOLE	2720 WHISPERING TRAILS DR	$240.17
80644200-002	QUINN PATRICIA A	81 MISTY MEADOW RD	$18.87
84653600-001	QUINTERO DACNY	313 FISH HAWK DR	$279.53
79306700-001	RAMOS FRANK	905 14TH ST NE	$259.43
84716100-004	RAMOS YALICIA	4035 CARTERET DR	$105.25
71634600-001	RAMSEY RHONDA	3815 AVENUE K NW	$1,091.40
000383-001	RANDALL ROSEDALE DBA ENVISION HALL	1150 HAVENDALE BLVD	$73.01
82827200-001	RAPPOLD MICHELLE	138 BUCKEYE LOOP RD	$35.89
84395100-004	RATLEFF NATALIE	3365 AVENUE S NW	$183.25
001215-003	RAWLS BROOKE JENNIFER	784 REGGIE RD	$12.89
79455700-002	RAYBURN LAUREN	1540 S LAKE HOWARD DR	$256.65
84212900-003	REBECCA PUHR CODY BODIFORD	812 29TH ST NW	$88.46
84212800-003	REBULLOSA EDGAR R.	3390 AVENUE R NW	$11.99
78663300-001	REDDICK PATRICIA	1369 3RD ST NE	$171.49
822200-003	REEVES DOMINIQUE	2566 PALM DR NE #B	$60.03
83373500-004	REID JR DANNY	1445 LUCERNE LOOP RD NE	$95.53
83877300-002	REINOSO CARLOS	240 ARBUTHNOT ST	$222.21
83988200-002	REITER ESHA	432 MCKENNA DR	$163.00
84480400-001	RENELIQUE WENDY	945 30TH ST NW	$206.18
26201300-002	RENFORT JR JOSEPH	1205 5TH ST NE	$1,192.12
81771800-003	REYES-BAELLA ALICE	8866 COLONIAL DR	$83.17
84678400-002	REYNOLDS JOHN	2421 AVENUE F NW	$46.36
84273900-002	REYNOSO MARTA CHINEA	9656 WILLIAMSBURG DR	$16.31
84287800-003	RICHARD CHERLA	1614 2ND ST NW *DOWNSTAIRS*	$164.90
84724600-002	RICHARDSON SYNDI	554 REDDICKS CIR	$592.88
83510600-001	RICHARDSON TARSHONDA	608 REFLECTIONS LOOP	$207.15
84705700-004	RICHMOND DUJUAN	204 CHAUCER LN	$125.60
82155500-001	RICKERSON SHONA	577 6TH ST SE	$152.44
82178600-003	RICO TINA MARIE	3321 AVENUE J NW	$164.67
83462700-001	RIDDLE ZACHARY	107 4TH ELOISE ST	$445.91
78489700-002	RIGGAN CLYDE LEE Jr.	125 LAKE ROY DR	$179.38
001229-002	RIOLLANO DENNISSE	1426 AUSTIN ST	$345.39
72373400-001	RITZ THEATRE	263 W CENTRAL AVE	$362.25
82879200-004	RIVAS BRYANNA	1163 SOPHIA BLVD	$0.23
82399400-003	RIVERA ARZUAGA MARIA DEL CARMEN	1849 WALLACE MANOR LN	$41.32
84031100-001	RIVERA CRUZ TYRA OR	602 TERRANOVA DR	$128.01
83285600-003	RIVERA DIEGO	2000 15TH CT NW APT 13	$36.10
71095100-001	ROBERTS RICHARD JR	276 18TH ST NE	$203.14
17864100-001	ROBINSON FLONNIE MAE	1821 3RD ST NW	$140.19
82009900-001	ROBINSON MISTY	416 DURRELL CT	$991.35
83326200-001	ROBINSON SHERRY	227 QUENTIN AVE NW # B	$142.35
81463600-001	RODGERS TERRELL	1405 AVENUE H SW	$353.85
84664400-005	RODGERS YANIAH	2865 WHISPERING TRAILS DR	$297.47
83137700-001	RODRIGUEZ IVETTE	502 CODY CALEB DR	$129.94
84389400-001	RODRIGUEZ NATALIE	2297 ROSE BLVD	$210.00
000163-002	RODRIGUEZ SUEHAILEY	112 BLACK SKIMMER LN	$62.39
83958300-002	ROGERS LACARSIA	1282 37TH ST NW	$73.90
82171700-001	ROGERS ODIA	1303 37TH ST NW	$135.24
83753900-002	ROMAN YAMARIS	333 AVENUE H SE	$156.41
84609300-006	ROMO FRANCISCO	215 KINGSHILL CT SE	$215.86
75901300-004	ROPER AVERIE	2160 GREENWAY DR	$98.01
84152600-002	ROPER JUDY	204 AVENUE D NE	$2,280.52
84382400-003	ROSARIO JOSE	8253 JAMESTOWN DR	$90.13
81387400-003	ROSARIO MAXIMILLION	4640 MANDOLIN LOOP	$0.42

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
82971900-003	ROSE DIANE	2256 5TH ST NE # 2	$203.43
82631200-001	ROSE ELIZABETH	1049 BILTMORE DR NW	$29.52
70162500-003	ROSE MARK INVESTMENTS LLC	1752 2ND ST NE	$210.90
77965000-001	ROSEBERRY JEAN	3935 BALDWIN LN	$26.32
84113200-002	ROSIUS ANMELU	2410 2ND ST NE	$115.79
84514200-004	ROSS LEA OR DEVITO SALVATORE A	1957 CARNOSTIE RD	$146.62
84536600-003	ROUNDTREE BRANDKISHA	2665 TRINITY CIR NW	
84319000-002	RUDD CASSIE	2591 PALM DR NE	$73.92
83822800-003	RUMORE NICOLE	631 AVENUE H NW APT 1	$191.45
84183300-003	RUSSELL SCOTT	2021 9TH ST NW	$19.74
84440400-001	S & L PRICE INC	1113 HILLCREST DR NE	$106.17
84710000-004	SAINTFLEUR ESAIE	3990 AVENUE O NW	$108.02
79546500-002	SALANSKY PAMELA	852 AVENUE Y NW	$5.27
84074200-002	SANCHEZ ALIANNY	1092 CAMBRIDGE DR	$145.47
81794400-004	SANCHEZ AMBER M	5603 LAKE FOX CIR	$45.19
82122300-001	SANCHEZ DAVIANA	1077 BRENTON MANOR DR	$148.79
84422200-001	SANCHEZ GIOVANNI	8151 JAMESTOWN DR	$84.49
82357700-004	SANCHEZ JUSINO ESTELLE	231 PALMETTO AVE NW	$225.60
82681000-003	SANCHEZ MARYERLIN	502 WINTER TER	$28.60
82986700-002	SANCHEZ PEDRO	1210 SOPHIA BLVD	$11.03
84150100-001	SANDERS ANDREA	1802 3RD CT SE APT E	$83.94
82463600-004	SANDERS DONNA	2150 5TH ST NE	$169.74
83149900-002	SANDERS LOUISE	2832 AVENUE S NW	$89.72
80497100-002	SANDERS WILLIAM B	2572 PARTRIDGE DR	$195.96
80143300-001	SANTIAGO ALEXANDER & JESSICA	4038 DORAL	$207.22
82765000-001	SANTIAGO ALEXIS	1997 5TH ST NE	$101.10
82606700-001	SANTOS CARMEN	2615 AVENUE U NW	$22.80
83120800-002	SANTOS FIDEL	406 EAGLE POND DR	$146.48
62935100-001	SAVINO VIVIAN M	6019 GRAND OAKS DR SE	$34.43
84652900-004	SCHAEFER CHRISTINA	3013 WHISPERING TRAILS DR	$1.78
82694000-001	SCHAEFER LAWRENCE	9322 KLIBER DR	$29.85
79941900-001	SCHAUWECKER KIM	324 MANDOLIN LN	$4.26
3272700-003	SCHEPEMAKER DAVID	1108 W LAKE MARTHA DR NE	$216.02
80499400-001	SCHICK JOLEEN	214 AVENUE I SE	$79.80
78821300-001	SCHIFF JAMES W	414 AVENUE C NE	$94.36
64438500-001	SECONDI ARTHUR	4040 CYPRESS LNDG E	$191.99
83798200-002	SEPULVEDA DANIELA	149 LAKE SMART CIR	$141.64
81699800-002	SERRANO FELICIANO DIANE	401 WINTER RIDGE BLVD	$163.72
71013300-002	SFR JV-2 PROPERTY LLC	528 LITTLE LAKE CT	$17.73
42186200-002	SHAFER CHRISTIE	1151 CAREFREE COVE DR	$1,157.65
79562800-001	SHARPE CYNTHIA	1368 3RD ST NE	$240.77
84299000-002	SHEARER RYAN II	104 RIDGE AVE	$47.58
82285500-001	SHELDEN TAMMY	1300 VIRGINIA DR SW	$22.56
68839400-001	SHELL VERNON	131 AUDUBON RD # IRR	$12.83
71358500-001	SHELTON TERRY OR KIM	1670 17TH ST NW	$116.95
73265900-001	SHEPPARD TRINISHA J	1791 7TH ST NE	$133.31
78082100-001	SHIVELY MICHELE ELAIN	445 AVENUE B NE	$5.48
83233500-001	SIBAJA EMEL	2695 RUTLEDGE CT	$16.41
84252300-004	SIERRA MARIA	829 CAMBRIDGE DR	$227.89
70669900-001	SIFFORD LOUISE G	117 MORNING GLORY CIR	$133.11
69618200-001	SILER GEORGE	376 STERLING DR	$211.06
80226400-001	SILVER PROPERTIES	207 S LAKE SILVER DR NW	$1,085.17
81051600-001	SILVER PROPERTIES OF WH	659 AVENUE A SW IRR	$40.13
84633000-003	SIMON ERMICIA	2053 WHISPERING TRAILS BLVD	$7.61
84378700-005	SINGLETARY LATISHA	111 BEACH DR	$75.72

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
83556000-003	SKEEN STEPHANIE	568 CODY CALEB DR	$750.92
9507900-001	SKEEN VIRGINIA	653 AVENUE A SW	$14.21
84372300-004	SLADEWSKI TRAVIS	544 REDDICKS CIR	$137.67
83127300-002	SMARTE FRED	711 HEMENWAY DR NE	$1,660.53
84053800-003	SMITH ALEXIS	2065 ISLE ROYALE CT SE 241	$24.75
82662100-002	SMITH ASKARI	2262 5TH ST NE # B	$475.82
81982300-004	SMITH GWENDOLYN	275 LAKE LUCERNE WAY	$0.03
82583800-001	SMITH KAMESHIA	900 5TH ST LK IDA BLDG 1 #108	$71.77
84504200-002	SMITH KRISTY	238 PALMETTO AVE NE	$117.83
72720200-001	SMITH LORNA	6434 JACARANDA AVE NE	$74.38
82723400-001	SMITH RICHARD	818 LAKE MARTHA DR NE	$43.85
84681100-001	SMITH RODNEYCE	1291 28TH ST NW	$361.53
83670800-001	SMITH SAMANTHA	424 CAMELLIA DR	$6.89
84518400-002	SMITH STEPHANIE	1055 CORSO DR	$501.71
84532600-002	SMITH TRAVIS OR CODY	221 AVENUE C NE	$29.88
72393300-001	SMITH WILLIAM B	3323 VERBENA AVE	$45.45
81292000-001	SMYTH ERIC	316 ULRICH AVE NE # 2	$4.37
84599700-004	SOSA ILEANA	4262 ROBERTA DR	$157.31
84129400-001	SOTO MARTINEZ STEPHANIE	3130 AVENUE S NW	$261.69
83851200-001	SOULARIE NICOLE	9475 WILLIAMSBURG DR	$59.72
1361700-001	SPANN BONZULA	2105 9TH ST NE	$8.00
62670700-001	SPARLING MISTY ANN	153 STEVENSON RD	$22.41
84466800-005	SPENCER DEJA	2110 EDWIN ST NE	$19.22
82208400-002	SPENCER JACOB	108 WATERSIDE CIR	$1,363.45
84482900-001	SPILLMAN JIMESSIA	609 SEARS AVE NE APT 2	$178.36
84177000-004	SPM 247 ORLANDO	4140 SOPHIA BLVD	$2.56
81288400-002	SPM 247 ORLANDO LLC	523 TERRANOVA CIR	$48.09
82362400-007	ST CLOUD TASHA	9572 WILLIAMSBURG DR	$101.85
84208900-001	ST VAL ERNSEAU	2305 W CANNON TER NW # A	$1,648.30
83430400-001	ST.LOUIS SAVIOUR	147 REBECCA DR NE	$1,352.73
84721500-004	STANSELL DILLON	650 AVENUE C SW # B	$72.57
83658600-003	STARKE LAKRIS	329 7TH ST SW # C	$28.86
84306300-001	STEVENS DEREK ALAN	212 AVENUE F SW	$90.12
84527000-002	STEWART DWAYNE JAY	104 8TH ELOISE ST	$53.02
81527300-002	STEWART JAMIE P	424 AVENUE G SE	$301.78
83502200-001	STIENEKER SARAH	1705 PEBBLE BEACH ST	$13.36
84520300-002	STOKES DAMIEN	1408 1ST ST N	$234.02
80481400-001	STONE LARRY	130 AVENUE C SE APT 67	$144.11
84583900-002	STONE LOIS W	102 2ND ELOISE ST N	$1,844.04
84439500-002	STORY KATHY	421 AVENUE E SE	$1,239.61
17043700-001	STRICKLAND L E	2844 LAKE ALFRED RD	$146.85
83823100-003	STRIPLET JOSEPH	163 AVENUE A SE APT 2	$284.06
14232800-001	STUBBS ARTHUR	1257 37TH ST NW	$112.41
001193-003	SUAREZ JOSHUA	1449 AUSTIN ST	$313.02
81331800-001	SULLINS III RICHARD	3160 WHISPERING TRAILS AVE	$39.61
84243400-004	SUN YUE	1328 SALISBURY DR	$137.31
82463800-001	SUNDSTROM HEATHER	1945 AVENUE E SW APT 9	$70.21
84683300-002	SUPPA CORRINNE L	704 OVERLOOK GROVE DR	$225.46
83483600-001	SUTTON JESSICA OR ALAN	356 CLOVERDALE RD	$281.55
84248800-001	SWALLOW REAGAN	9 LAMPLIGHT LN	$5.96
80485900-002	SWAN JUNE	6135 GRAND OAKS DR SE	$467.90
80113600-001	SWECKER RICKEY OR ANGELA	3682 PLYMOUTH DR	$9.41
80376100-001	SWILLEY JANELLE	17 CASARENA CT	$275.30
78778200-002	SYKES ALESHIA	390 AVENUE N NE	$3,414.08
79564400-003	SYKES MICHEAL	968 AVENUE H NE	$223.28

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
15398200-001	SYZDEK GEORGE	3360 AVENUE S NW	$113.38
81528300-001	TART PRENTICE	116 REBECCA DR NE	$175.33
78656100-002	TARVER CYD C	664 MARTIN LUTHER KING BLVD NE # A	$679.20
83051500-004	TAVARES FRANKLYN	706 AVENUE Q SE	$78.39
80840500-001	TAVERAS ORLANDO	4726 OSPREY WAY	$77.23
82124900-005	TAYLOR BARBARA	103 STEVENSON RD	$126.76
84177000-003	TAYLOR EBONY	4140 SOPHIA BLVD	$87.67
84281200-002	TAYLOR KIERRA	34 POE DR	$72.33
79331800-001	TAYLOR LISA	3318 AVENUE U NW	$17.61
84602400-003	TAYLOR MARIAH	531 SHORT LN	$322.17
83656500-003	TAYLOR YOLANDA OR ZACHARIAH	365 LAKE DAISY CIR	$388.88
81773900-002	THE EXPERTS TEAM REALTY	1746 AVENUE C NE	$282.91
82784200-001	THOMAS MICHELLE	235 AVENUE K NE	$25.85
81975200-004	THOMPSON BARRY L	1395 SHERIDAN ST SW	$79.75
84269000-002	THOMPSON LEXUS	3521 AVENUE R NW	$143.76
84660200-001	THOMPSON SHANTORIA	392 QUENTIN AVE NW	$35.48
84630100-001	THOMSON DON	78 MISTY MEADOW RD	$74.99
83204400-004	TIKHOMIROV ALEX	1025 W LAKE HAMILTON DR	$53.00
83802700-001	TILTON ASHLEY	3765 CYPRESS GARDENS RD APT 3	$724.35
82301100-001	TINSLEY PATRICIA	2258 FIRESTONE PL	$100.17
70779400-001	TOD HUNTER INTERNATION	2200 3RD ST NW	$457.62
39032700-001	TOD HUNTER INTERNAT'L INC	2200 3RD ST NW	$704.70
84717700-002	TODD LUIS OR MERCEDEEZ	120 MILLER DR	$186.76
83460300-001	TOHME KELVIN OR ANNE	1801 SAND HILL LN	$349.71
83001300-001	TOMLINSON SALAINA	528 DRAYTON RD	$126.89
81174200-002	TORRES ELLIJAH	130 AVENUE C SE APT 30	$42.26
83241900-001	TORRES LEONOR M	218 LEE AVE NE	$13.33
81387400-005	TORRES SAMANTHA	4640 MANDOLIN LOOP	$356.55
82415500-001	TORRES-PEREZ ASTRID	110 POLK DR	$25.20
84078900-004	TUDO BOM LLC	1576 36TH ST NW	$51.30
82514300-001	TURNER DANIEL	819 AVENUE M SW	$100.89
82922200-003	TURNER ZEKIAH	1397 LUCERNE LOOP RD NE	$631.20
82747600-002	UBARRI CHRISTINA	1256 SALISBURY DR	$472.05
84565200-001	ULLOA MENDEZ MELANIE	1104 EAGLE CLAW LN	$132.11
79200200-001	UMHOFER KATHE	230 BROAD ST	$24.43
001046-002	URSEM ALLISON	1500 AUSTIN ST	$94.80
000329-002	UUGANBAATAR UYANGA	2586 SAN MARCO WAY	$331.90
81463600-002	VALENZUELA ROYLAN	1405 AVENUE H SW	$202.09
83343100-004	VALLETTE STEPHEN	511 AVENUE G NW	$154.37
82099900-001	VARIAN MICHELLE	3990 JACLYNS JETTY	
6532300-001	VARNADORE WILLIE	111 AVENUE E SE	$55.05
74122400-001	VASAK TINA	5301 SNEAD DR	$177.53
84672100-002	VAUGHAN HALEY	1113 EAGLE CLAW LN	$179.58
75880800-004	VAZQUEZ JUAN	751 AVENUE B SW	$120.19
80257500-002	VELEZ JAIME	84 TYLER RD	$70.83
84323600-001	VERNON SAMANTA	183 BROAD ST	$272.12
84038100-002	VIAL VANESSA	1323 BENEVENTO DR	$153.41
83984600-001	VILBRUN DENIS LOURDETTE	380 LAKE SMART CIR	$15.04
80838400-001	VILME YNEL J	2154 5TH ST NE	$54.62
84119900-002	VIRZI BRIANNA	695 BROADMOOR CIR	$36.03
84295400-001	VOISARD JAMES	5887 FOX HAVEN DR	$23.72
000351-001	WALDEN RECEIVERSHIP LLC	4340 EMERALD PALMS BLVD	$392.87
81857200-001	WALKER KATHLEEN	1538 FOXRIDGE RUN SW	$200.55
75196000-001	WALKER KEVIN	1871 EMILY DR	$142.40
81755300-003	WARE CHRISTOPHER	3834 AVENUE O NW	$181.25

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ACCOUNT NUMBER	CUSTOMER NAME	SERVICE ADDRESS	BALANCE DUE
83918000-002	WASHINGTON JASMINE	693 LUCERNE BLVD	$138.18
83779600-001	WASHINGTON TIMOTHY	2116 34TH ST NW	$1,308.62
82466200-002	WATERS AUSTIN	310 DUVAL RD	$0.27
81784100-001	WEIR AUBRIANNA	2412 WINTERSET RD	$238.82
64357500-001	WELCH V S	4121 FISHERMANS LNDG	$176.96
81138900-002	WELLS JANYA	2000 15TH CT NW APT 8	$14.52
80325800-001	WEST TAJUANA	2363 5TH ST NE	$1,859.81
84714000-001	WESTBERRY JAGGER OR	3169 WHISPERING TRAILS AVE	$31.30
80986300-001	WHEELER- ORTIZ KATENA OR LUIS	239 KINGS POND AVE	$8.60
77290200-002	WHITE AARON JAMES	1110 5TH ST NE	$53.55
82112100-001	WHITE JUSTIN	1530 FOXRIDGE RUN SW	$558.49
83758900-002	WHITE NICOLE	2996 WHISPERING TRAILS DR	$282.38
82742900-004	WHITE ROBERT OR LEIGH	213 8TH ST NE	$167.80
81258000-001	WHITE SHONTI C	407 PARKER LN NE	$48.38
60571600-001	WHITEHEAD DORA	5029 RIVER LAKE RD	$25.11
73717900-001	WIESSNER RAMON	6443 HOLLYBERRY LN NE	$245.16
80237000-001	WIGGINS DOROTHY	2224 ABBEY RD	$260.66
83854100-001	WILDER CRISTINA J	835 27TH ST NW	$17.33
75850400-002	WILDER KYLE	1936 ELOISE COVE DR	$6.55
82735000-001	WILLIAMS CLAUDETTE	301 AVENUE U NE	$274.15
78458000-001	WILLIAMS DONALD	6346 BAYBERRY BLVD NE	$16.60
80873400-003	WILLIAMS JARELL	2000 15TH CT NW APT 17	$160.60
83860100-005	WILLIAMS JUSTIN	9620 WILLIAMSBURG DR	$42.97
82713500-001	WILLIAMS LOVELY	2305 W CANNON TER NW # C	$46.09
80932800-002	WILLIAMS MANAHJI	2036 WHISPERING TRAILS BLVD	$464.88
84570200-002	WILLIAMS MICHELE OR KRISTYN	1868 CARNOSTIE RD	$234.32
82774100-002	WILLIAMS NIKIA	1105 N LAKE OTIS DR SE	$416.71
79047100-001	WILLIAMS PATRICK	2224 AVENUE A NW	$94.15
81773900-001	WILLIAMS ROSHENA	1746 AVENUE C NE	$1,589.73
75077300-001	WILLIAMS SHARON	2518 6TH ST NE # C-N	$150.91
81388600-002	WILLIAMS SHITERRIUS	1066 SUNSHINE WAY SW	$84.22
84721100-003	WILLIAMS THERESA	2207 9TH ST NE	$46.73
78890300-001	WILLIAMSON JEFFERY	1108 CAREFREE COVE DR	$140.93
78609500-001	WILMOT SEMONE A	2615 AVENUE C SW # B-S	$3.68
83475000-001	WILSON ANDREA	455 LAKE HOWARD DR SW #A1	$66.32
73046100-001	WILSON ANGELINE	116 HARBOR DR	$90.50
81376500-003	WILSON KAMEISHA	416 MACLANDON CT	$99.43
79092400-001	WILSON KEVIN G	525 TERRANOVA CIR	$153.80
81982800-001	WILSON SHEREEN	1370 SALISBURY DR	$240.71
84276900-001	WOLFE THOMAS A	136 PARK LN	$161.28
84660900-002	WOODARD BETTY	5655 STRUTHERS CT	$21.60
83566200-001	WRIGHT JESSICA	8583 JAMESTOWN DR	$107.26
82566700-003	WRIGHT SHERVONDA LENAY	968 SUNSHINE WAY SW	$119.23
71339300-002	XTER INVESTMENTS LLC	2480 AVENUE B SW # B	$9.46
84705600-002	YELLOW FIN	235 36TH ST NW	$8.61
83921900-002	YIM UNG CHIL	2202 ABBEY RD	$58.17
81132000-002	YO' YOU BARBERSHOP LLC	1120 6TH ST NW	$345.10
82553100-001	YULEE DORCAS	3142 WHISPERING TRAILS ST	$187.59
83684700-003	ZEIGLER NIKKI	526 1/2 AVENUE B NE	$176.86
001775-002	ZHAO YUAN	725 REGGIE RD	$4,852.94
82331100-002	ZIMMER JACOB	1586 FOXRIDGE RUN SW	$14.29
79431500-002	ZORRILLA PROPERTY & INVESTMENTS	116 ORANGE AVE	$259.89
		Total Amount	**$243,407.67**
		Count	**1034**

MB Open Invoice Report

Miscellaneous Billing

As of 09/30/25

Invoice	Customer		Invoice Date	Due Date	Balance
Invoice Type **Computer Loan - Computer Loan**					
2024-00000001	4635 - Brewer, Kenneth	Employee loan	02/07/2024	02/17/2024	280.52
Invoice Type **Computer Loan - Computer Loan** Totals					$280.52
Invoice Type **Fire - Fire**					
2024-00000001	6030 - Lopez, Sara	Employee education	12/18/2023	02/01/2024	2,266.91
2024-00000002	6031 - Sullivan, Jaylen	Employee education	12/18/2023	02/01/2024	1,678.50
Invoice Type **Fire - Fire** Totals					$3,945.41
Invoice Type **Gen-Misc-Rec - Gen-Misc-Reoccurring**					
2024-00000001	2521 - Winter Haven Stingrays,	Reimbursement for Pool Heater	10/01/2023	10/11/2023	200.00
2024-00000002	2521 - Winter Haven Stingrays,	Reimbursement for Pool Heater	11/01/2023	11/11/2023	200.00
Invoice Type **Gen-Misc-Rec - Gen-Misc-Reoccurring** Totals					$400.00
Invoice Type **Ins-Annual - Insurance Annual Billing**					
2024-00000016	2102 - Stone, Luetta,	Retiree Life Insurance	01/02/2024	01/12/2024	4.92
Invoice Type **Ins-Annual - Insurance Annual Billing** Totals					$4.92
Invoice Type **Police - Police**					
2024-00000142	2651 - Winter Haven Hospital,	Excessive Alarm Response	08/09/2024	08/19/2024	27.13
2024-00000162	2852 - Enterprise Rental,	Excessive Alarm Response	08/09/2024	08/19/2024	54.26
2024-00000118	3200 - Florida Chemical,	Excessive Alarm Response	07/09/2024	07/19/2024	27.13
2024-00000155	3200 - Florida Chemical,	Excessive Alarm Response	08/09/2024	08/19/2024	27.13
2024-00000180	4117 - St. Paul's Episcopal Church,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000071	3962 - Home Depot,	Excessive Alarm Response	04/03/2024	04/13/2024	27.13
2024-00000190	5074 - Merlin Entertainment Group Florida LLC,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000006	5236 - Walmart,	Excessive Alarm Response	12/12/2023	12/22/2023	27.13
2024-00000021	5236 - Walmart,	Excessive Alarm Response	01/18/2024	01/28/2024	27.13
2024-00000166	5419 - Central Florida Health Care,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000168	5419 - Central Florida Health Care,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000187	5486 - Fifth Ave Men's Wear,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000169	5848 - 201 205 S. 1st Street LLC,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13

2024-00000004	6028 - Michael Mann,	Excessive Alarm Response	12/12/2023	12/22/2023	27.13
2024-00000017	6033 - Healing Thyself,	Excessive Alarm Response	01/18/2024	01/28/2024	27.13
2024-00000206	6037 - Carlton Arms of Winter Haven LL	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000036	6044 - Maultsby, Angela,	Excessive Alarm Response	02/07/2024	02/17/2024	54.26
2024-00000093	6044 - Maultsby, Angela,	Excessive Alarm Response	06/11/2024	06/21/2024	27.13
2024-00000179	6052 - Physician Care Centers,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000053	6057 - WD Winter Haven Corp,	Excessive Alarm Response	03/05/2024	03/15/2024	27.13
2024-00000097	6057 - WD Winter Haven Corp,	Excessive Alarm Response	06/11/2024	06/21/2024	27.13
2024-00000056	6058 - Colonial Promenade Station LLC,	Excessive Alarm Response	03/05/2024	03/15/2024	81.39
2024-00000059	6059 - Centaurus Oasis Four LLC,	Excessive Alarm Response	03/05/2024	03/15/2024	27.13
2024-00000173	6067 - Palm Place Apartments LLC,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000089	6075 - Charter Florida LLC,	Excessive Alarm Response	06/11/2024	06/21/2024	27.13
2024-00000192	6075 - Charter Florida LLC,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000096	6078 - Harvey Core Eugene,	Excessive Alarm Response	06/11/2024	06/21/2024	27.13
2024-00000105	6081 - Ruby Emily C,	Excessive Alarm Response	06/11/2024	06/21/2024	27.13
2024-00000172	6106 - Brown Family,	Excessive Alarm Response	09/19/2024	09/29/2024	81.39
2024-00000177	6107 - Coregro 550 Winter Haven LLC,	Excessive Alarm Response	09/19/2024	09/29/2024	27.13
2024-00000178	6108 - Guo Peihe and Song Quin,	Excessive Alarm Response	09/19/2024	09/29/2024	54.26
2024-00000188	6111 - Malet Mimose,	Excessive Alarm Response	09/19/2024	09/29/2024	54.26
2024-00000195	6116 - MyEye Dr.,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000196	6117 - Judith D Living Revocable Trust,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000198	6119 - Prose Winter Haven Venture LP,	Excessive Alarm Response	09/30/2024	09/30/2024	54.26
2024-00000202	6122 - Hoover Roxy Estate,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
2024-00000205	6123 - Hurricane Grill & Wings,	Excessive Alarm Response	09/30/2024	09/30/2024	27.13
Invoice Type **Police - Police** Totals					$1,247.98
Invoice Type **Utility - Utility**					
2024-00000001	6022 - Leaders RH Services,	Damaged Force Main	10/03/2023	10/13/2023	9,011.27
Invoice Type **Utility - Utility** Totals					$9,011.27
					$14,890.10

DATE: November 14, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Parks, Recreation and Culture Department Director

SUBJECT: Establishment of a Fee Schedule and Facility Rental Use Policy for the Chain of Lakes Park

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BACKGROUND

In March of 2025, The Chain of Lakes Park welcomed the RussMatt Baseball College Invitational using an existing approved fee structure agreement for this annual event, then ceased operations to complete construction. The Chain of Lakes Park is scheduled to commence full operations December 5, 2025. Staff has been working closely with Visit Central Florida staff to confirm availability and schedule tournaments throughout 2026. To finalize the booking process, a Fee Schedule and Facility Rental Use Policy are required.

The proposed Fee Schedule has been approved by Visit Central Florida Sports staff and is based on a comparative analysis of similar facilities in this area. The Fee Schedule is based upon three categories for Chain of Lakes Park:

- Public Events
- Visit Central Florida Events (35% Discount* Year 1, 30% Discount* Year 2, 25% Discount* Year 3 and beyond)
- Co-Sponsored/Government Agency/Non-Profit (20% Discount*)

**Discount does not apply to staffing fees as they are a direct expense.*

In addition, Non- Visit Central Florida Events will receive a 10% discount of fees for each consecutive day up to four (4) days. This discount is not compounded.

All rentals will be guided by the attached Facility Rental Use Policy. This policy aligns with use policies for other City facilities with some specific additions related to Chain of Lake Park like prohibition on metal cleats, and shelled seeds and nuts to protect the turf.

FINANCIAL IMPACT

The conservative estimated revenue, based on the current proposed fee schedule, is $355,500 with known booking commitments in the first year.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.4 – Ensure that as the City grows access to recreation (facilities, services, programs) grow along with the population, especially geographically.
- **Strategy:** 2.4.5 – Provide creative opportunities for adult sports and recreation.

RECOMMENDATION

Staff recommends the City Commission approve the Chain of Lakes Park Fee Schedule and Facility Rental Use Policy to be effective upon approval.

ATTACHMENTS

- Chain of Lakes Park Fee Schedule
- Chain of Lakes Park Facility Rental Use Policy

Chain of Lakes Park Facility Rental Rates

FIELD RENTAL	HOURLY FEE	FULL DAY FEE (12 Hours)	STAFFING
(Game) Per Field	$60/Hour*	$600/Day *	$35/Hr/Staff Member
Field Lights Per Field	$25/Hour		
Temporary Fencing Per Field	$75		
Batting Cage	$50/2 Hours		
(Practice) Per Field	$25/ Per Hour*		
Full Complex Rental**	N/A	$3,060/Day	$140/Hr ***

**Rental of fields for games or practices include batting cages, turtles, and pitching screens based on availability.*

*** Rental of the full Chain of Lakes Park (Baseball Operations) includes all four fields, as well as ticket office, umpires' room, meeting room and shower room. Temporary fencing fees would be additional, as requested.*

***Staffing levels are subject to change based on event needs.*

AUXILIARY SPACES	HOURLY FEE	FULL DAY FEE (12 HOURS)
Ticket Office	$25/Hour	$250/Day
Umpires; Rooms	$25/Hour	$250/Day
Meeting Room	$25/Hour	$250/Day
Shower Room	N/A	$250/Day
Food Truck	N/A	$150/Day

REFUNDABLE DAMAGE DEPOSIT	PER RENTAL
Full Complex Rental	$1,000

- Visit Central Florida Sports events receive the following discount on fees:
  - Year 1 – 35%
  - Year 2 – 30%
  - Year 3 and beyond – 25%
- Government/Co-Sponsored/Non-Profit Events receive a 20% discount on fees
- Non-Visit Central Florida Sports Events will receive a 10% discount on fees for each consecutive day (up to 4 days)
- Staffing fees are multiplied by 1.5 when on a City Observed Holiday or Actual Holiday

Winter Haven Chain of Lakes Park Baseball Complex
Facility Rental Use Policy

This policy establishes consistent procedures and standards for the rental, use, and operation of the Chain of Lakes Park Baseball Complex. This policy ensures equitable access, prevents monopolization, and promotes efficient management of this City-owned facility while supporting recreational, competitive, and community-based athletic programming.

The City of Winter Haven requires a NON-refundable holding fee of $200 and a refundable damage deposit based on the area rented for all City facilities due at the time of contract execution. The damage deposit is refundable at the conclusion of the rental only if all rental conditions, policies and provisions set forth by the City are met. Refunded deposits will be mailed seven (7) to fourteen (14) days after the rental. Rental payment and any other expenses incurred pertaining to the rental contract is due fourteen (14) days prior to the event. If balance is not received within time frame established, the City reserves the right to cancel the rental contract. Failure to do so may result in the City cancelling the event and refunding a portion of the rental fee minus the holding fee. Renter may cancel this contract upon written notice given to the City.

No persons, group or association shall be excluded from use of any City facility because of race, color, creed, sex or national origin.

The City provides maintenance and upkeep on all City facilities. Renter agrees to keep and maintain the facility in the same good quality, safe and sanitary conditions during and after the time of the rental.

Renter must have permission to place any signage, advertisement, and banners on fences and walls and shall remove all items brought into the facility and dispose all trash in appropriate receptacles. City decorations will not be moved or removed at any time unless approved by the Director or designated representative. No one is permitted to remove tables, chairs, or any other equipment from a City facility.

The City will not be liable for, and Renter hereby discharges and holds the City harmless from any and all claims for loss, damage or injury of any nature to person or property, which claims results in any way from, occur in any manner from or are connected to the use of the City facility.

Renter assumes full responsibility for City property and equipment, and will be held liable for damages incurred other than normal wear and tear.

The City reserves the right to refuse the rental of City facilities deemed to not be in the City's best interest. Any activity conducted not in accordance with the intended purpose of the rental/event may be cancelled at any time.

The City reserves the right through its representatives to enter any portion of the premises and to eject any person or persons from the facility who in the sole opinion of the City is threatening or causing disruption of the peace and quiet enjoyment of the premises.

The use of the City facility shall not interfere with the programs and other activities approved or co-sponsored by the City of Winter Haven. The City reserves the right to cancel for any reasons deemed necessary.

All applicable fire codes and requirements must be followed. Smoking is strictly prohibited in all City facilities or in any other public areas in accordance with the Florida Clean Air Act.

Renter is responsible for obtaining all licenses and permits required by law including and not limited to tent permits, health certificates and occupational licenses.

Renter is responsible for providing ticket sellers, site managers or any other personnel needed for the rental/event.

Renter must provide liability insurance naming the City of Winter Haven, its employees and representatives as additional insured with the limit of no less than one million dollars ($1,000,000) combined single limit Bodily Injury and Property Damage per occurrence. The insurance policy must contain a provision providing the City with a sixty-day (60) notification prior to termination, non-renewal or restrictions of coverage. The Renter will provide the City with a certificate of insurance to confirm all requirements have been met.

All participants must abide by the written policies and procedures of the City. Violations of these written policies and procedures will result in ejection from the facility. If there are any incidences during a scheduled rental/event which is determined to be in violation of the policies and procedures, the rental/event may be terminated immediately and all fees and deposits collected will be forfeited.

All onsite advertising and marketing material associated with the event must be pre-approved by the City at least two weeks prior to the event. Failure to do so may result in the City cancelling the event and refunding a portion of the rental fee minus the holding fee.

Any activity which may result in a violation of Florida State Criminal Law is strictly prohibited.

Additional policies may be required upon further review by the City.

Facility Overview

The Chain of Lakes Park Baseball Complex is a City of Winter Haven-owned and operated facility designed to support baseball and related athletic activities. The complex includes:

- Four (4) synthetic turf baseball fields
- Four (4) batting cages
- Eight (8) bullpens
- Concession area
- Shower facilities
- Ancillary spaces including a ticket office, umpire locker room, and meeting room.

Eligibility and Priority of Use

1. **Priority Scheduling**
    1. City of Winter Haven–sponsored programs, events, and activities.
    2. VCFS (Visit Central Florida Sports) events.
    3. Educational institutions, community organizations, and non-profit groups.
    4. Private or commercial groups.

2. **Eligibility**
Any organized sports league, tournament operator, school, or community group may apply to rent the facility, subject to this policy and execution of a Facility Use Agreement.

Booking of Facility

1. **Booking Limitations**
To ensure fair access and prevent monopolization:

- Non-Visit Central Florida User groups are limited to a maximum of four (4) active bookings at any one time.
- Upon completion of the final active booking, groups may request up to four (4) additional bookings.
- A “booking” is defined as a confirmed reservation for a specific date and field or facility space.
- Requests exceeding the four-booking limit will not be considered until all previously scheduled events have concluded.

2. **Booking Definitions**

- Practice Rental: Hourly use for team or individual training.
- Game/Tournament Rental: Use of fields for organized play or scheduled events.
- Full Complex Rental**:** Use of all four fields and associated amenities.

Discounts and Fee Adjustments

- Visit Central Florida Sports Events: 35% discount on all fees (year 1), 30% discount on all fees (year 2), 25% discount on all rental fees (year 3 and beyond).
- Government / Co-Sponsored / Non-Profit Events: 20% discount on all rental fees.
- Non-Visit Central Florida Sports Events: 10% discount per consecutive day of rental (up to four days).
- Holiday Staffing: Staffing rates increase by 1.5x on City Observed or Actual Holidays.

Facility Use Terms

1. **Payment and Deposits**
All rental fees and deposits are due in accordance with the Facility Use Agreement prior to event commencement.

2. **Insurance Requirements**
Users must provide a Certificate of Insurance naming the City of Winter Haven as an additional insured, in amounts specified by the City.

- $1,000,000 combined single limit Bodily Injury and Property Damage per occurrence
- Additional Insured Language:
    - City of Winter Haven
      500 3rd Street NW
      Winter Haven, FL 33881

3. **Cancellations**
Cancellations must be received in writing a minimum of 14 days prior to the reservation date for a full refund, minus the holding fee.

4. **Facility Care and Responsibility**

- Users are responsible for maintaining a clean, safe, and damage-free environment.

- Damage to turf, fencing, or equipment may result in repair or replacement costs and suspension of booking privileges.

5. **Concessions and Food Service**
All food sales or food truck operations must be pre-approved by the City.

6. **Supervision and Staffing**
City staff must be present during all tournaments, games, or events as determined by the City.

7. **Prohibited Activities**
The following are prohibited within the facility:

- Alcoholic beverages and tobacco products
- Fireworks or open flames
- Unauthorized vehicles or equipment on playing surfaces
- Metal Cleats
- Shelled nuts and seeds

Enforcement and Penalties

Failure to comply with this policy or the Facility Use Agreement may result in:

1. Immediate termination of current use.
2. Forfeiture of deposits and/or rental fees.
3. Denial of future rental privileges.
4. Liability for any damage or costs incurred by the City.

Administration

This policy shall be administered by the City of Winter Haven Parks, Recreation & Culture Department. The Department Director or designee is authorized to interpret and enforce the provisions herein and make minor administrative adjustments as needed.

DATE: November 6, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-36:** Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres; and

Ordinance O-25-37: Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial- Highway (C-3) zoning district. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.

BACKGROUND

VMAR DEV, LLC and Cunningham Investors, LLC, petitioners, request the City amend the 2035 Future Land Use Map on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use, and rezone the same parcel and a portion of another parcel from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) zoning district. The subject property, totaling 46.21± acres, is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The subject property is currently subject to PUD Ordinance O-21-72. The parcel located north of Thompson Nursery Road is an open space tract in Villamar Phase 7 and the portion of a parcel located south of Thompson Nursery Road was intended to be Villamar Phase 8 and consist of 219 single family homes.

The petitioners propose to develop the property with commercial uses. Based on the requested Neighborhood Support Future Land Use designation, theoretically a maximum 503,118 square feet (46.21 acres x 0.25 FAR) of commercial could be developed on the site.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce and other state and local agencies is not required.

SURROUNDING USES

The subject property is located to the north and south of the Thompson Nursery Road realignment, which is an arterial road that, when completed in 2030/2031, will ultimately connect from Highway 27 to the intersection of Highway 17 and Highway 540. Additionally, the property is located at the intersection with Cunningham Road, which serves as a collector road between Thompson Nursery Road and County Road 653, and also approximately 1,000 feet west of Eloise Loop Road, which is also a collector road. Uses surrounding the subject property include Lake Grass and drainage and retention to the north; Lake Reed and the Terranova subdivision to the east; the Terranova and Villamar subdivisions to the south; and the Villamar subdivision to the west.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the maximum 503,118 square feet of commercial development.

Potable Water and Wastewater Utilities (as of September 30, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	3,149,000	110,686	3,038,314	2,159,100	879,214
Wastewater Plant 3	2,890,000	97,403	2,792,597	996,700	1,795,897

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The Thompson Nursery Road realignment project has portions built and additional portions expected to be under construction within three (3) to six (6) months. This project can be utilized when determining concurrency capacity; however, available trip counts have not been assigned to the realigned roadway at this time. The maximum projected PM Peak Hour trips for 503,118 square feet of commercial is 2,526 trips.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or

zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The requested Neighborhood Support Future Land Use is consistent with property's frontage on an arterial road and close proximity to intersections with collector roads. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its November 3, 2025 regular meeting, voted to recommend approval of these requests. Two members of the public spoke with concerns about traffic, flooding, and potential crime.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The proposed Neighborhood Support Future Land Use and C-3 zoning district is consistent with the subject property's frontage on an arterial road and close proximity to intersections with collector roads; and

- The City's 2035 Comprehensive Plan encourages commercial uses to focus into nodes centered around key intersections within the City. Further supporting this request is the presence of 1,792 residential units in the Villamar subdivision alone and presence of 1,000+ additional housing units within a short distance. The close proximity of these neighborhoods to this proposed development has the ability to reduce the number and the length of vehicle trips onto the surrounding roadway network through a more compact development pattern as advocated in the Comprehensive Plan's Transportation Element Objective 2.1; and

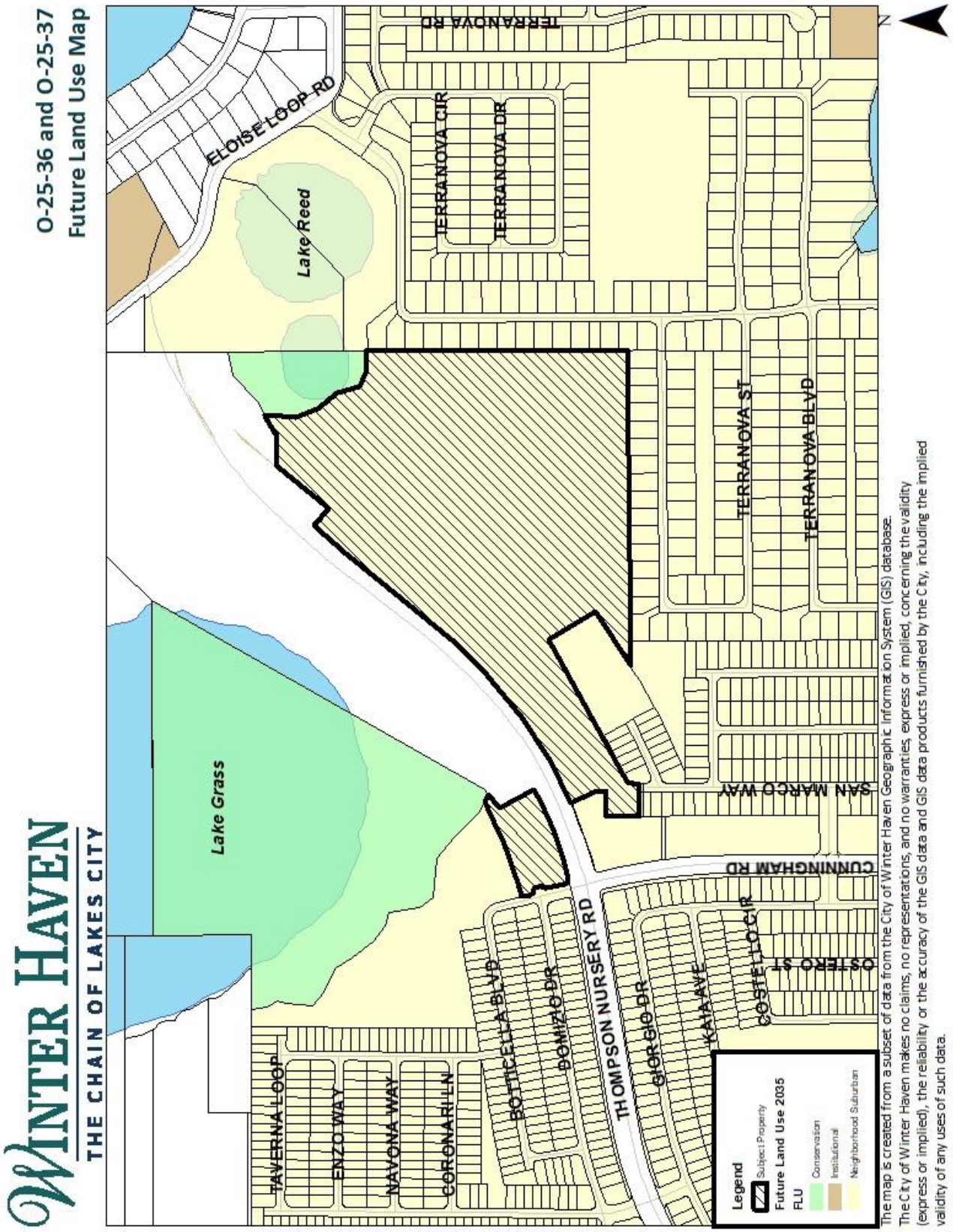
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

RECOMMENDATION

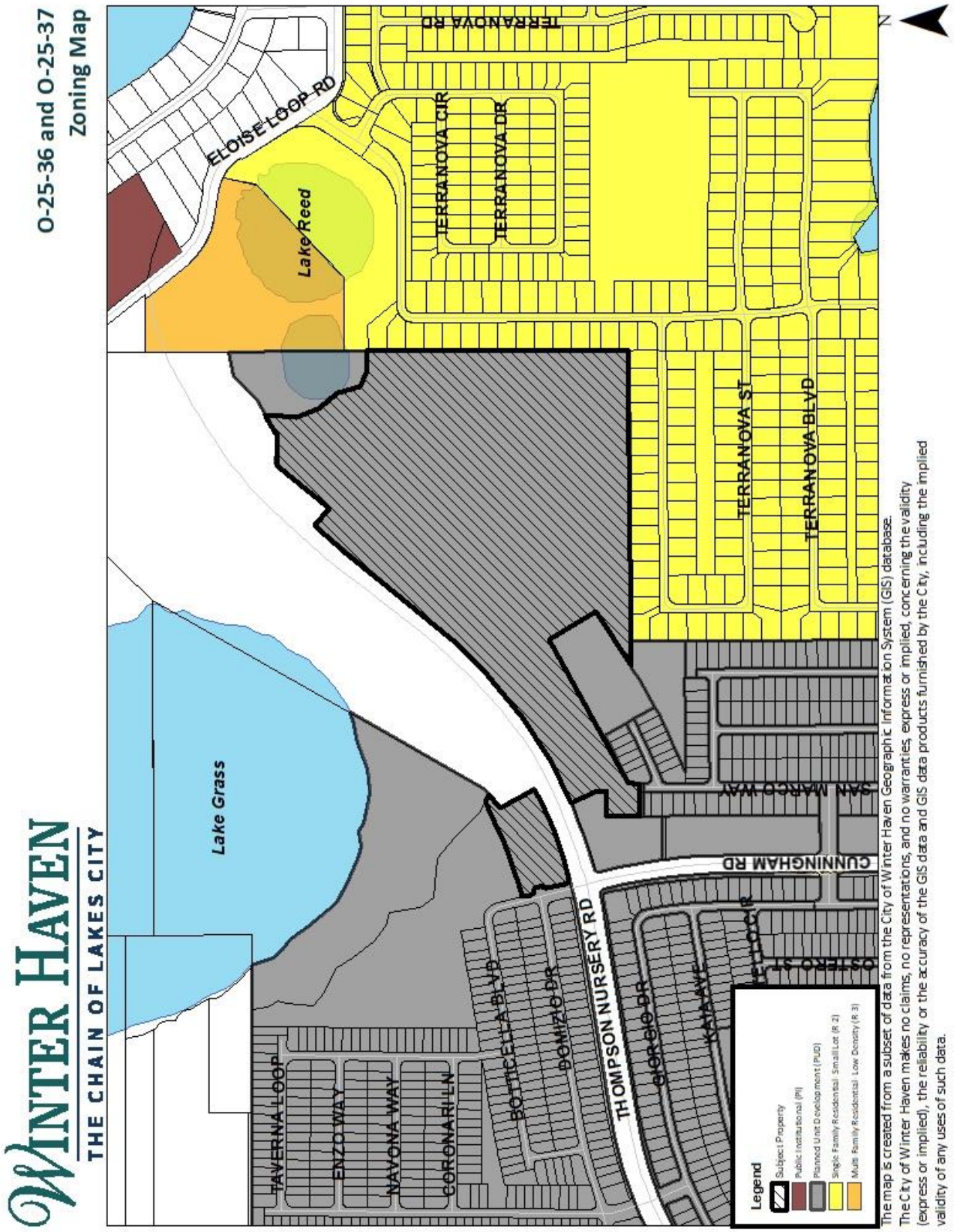
Staff recommends the City Commission approve Ordinances O-25-36 and O-25-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-25-36 (Future Land Use)
- Ordinance O-25-37 (Zoning)


O-25-36 and O-25-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
ELOISE LOOP RD
TERRANOVA RD
TERRANOVA CIR
TERRANOVA DR
Lake Reed
TERRANOVA ST
TERRANOVA BLVD
SAN MARCO WAY
CUNNINGHAM RD
OSTERO ST
COSTELLO CIR
KAIA AVE
GIOR GIO DR
THOMPSON NURSERY RD
BOMIZIO DR
BOTTICELLA BLVD
Lake Grass
TAVERNA LOOP
ENZO WAY
NAVONA WAY
CORONARI LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Neighborhood Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

O-25-36 and O-25-37
Zoning Map



O-25-36 and O-25-37
Aerial Map

ORDINANCE NO. O-25-36

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON ONE (1) PARCEL AND A PORTION OF ANOTHER PARCEL FROM NEIGHBORHOOD SUBURBAN FUTURE LAND USE TO NEIGHBORHOOD SUPPORT FUTURE LAND USE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven.

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by re-designating the area as shown on Exhibit "A" from "Neighborhood Suburban" Future Land Use to "Neighborhood Support" Future Land Use; as classified by the City of Winter Haven's Future Land Use Element.

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

3. All ordinances in conflict herewith are hereby repealed.

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

5. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Division of Community Planning and Development, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____

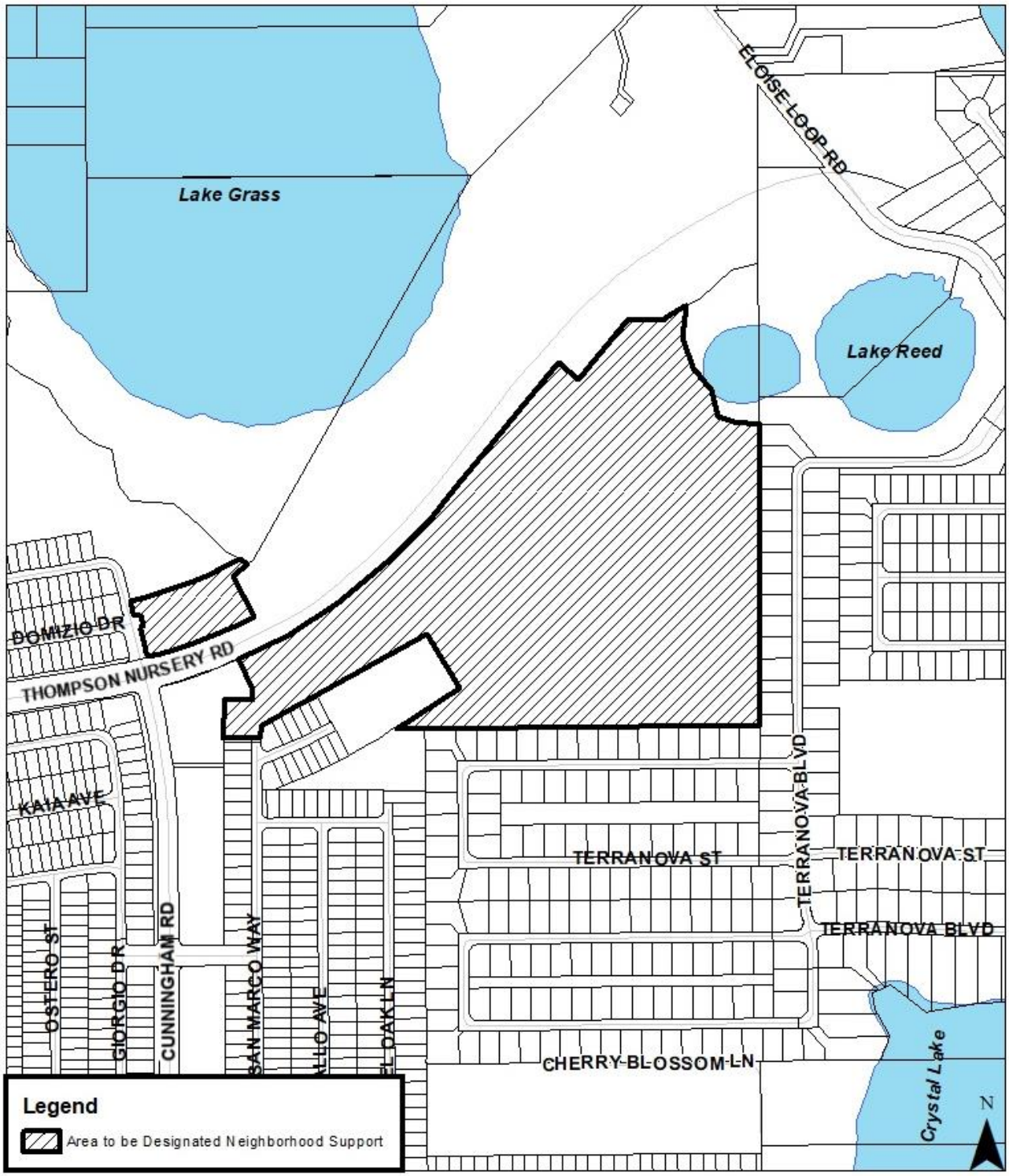
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


Lake Grass
ELOISE LOOP RD
Lake Reed
DOMIZIO DR
THOMPSON NURSERY RD
KAIA AVE
OSTERO ST
GIORGIO DR
CUNNINGHAM RD
SAN MARCO WAY
ALLO AVE
EL DAK LN
TERRANOVA ST
TERRANOVA BLVD
TERRANOVA ST
TERRANOVA BLVD
CHERRY BLOSSOM LN
Crystal Lake
N
Legend
Area to be Designated Neighborhood Support

DATE: November 6, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-25-36:** Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres; and

Ordinance O-25-37: Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial- Highway (C-3) zoning district. **General Location:** The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.

BACKGROUND

VMAR DEV, LLC and Cunningham Investors, LLC, petitioners, request the City amend the 2035 Future Land Use Map on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use, and rezone the same parcel and a portion of another parcel from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) zoning district. The subject property, totaling 46.21± acres, is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The subject property is currently subject to PUD Ordinance O-21-72. The parcel located north of Thompson Nursery Road is an open space tract in Villamar Phase 7 and the portion of a parcel located south of Thompson Nursery Road was intended to be Villamar Phase 8 and consist of 219 single family homes.

The petitioners propose to develop the property with commercial uses. Based on the requested Neighborhood Support Future Land Use designation, theoretically a maximum 503,118 square feet (46.21 acres x 0.25 FAR) of commercial could be developed on the site.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Commerce and other state and local agencies is not required.

SURROUNDING USES

The subject property is located to the north and south of the Thompson Nursery Road realignment, which is an arterial road that, when completed in 2030/2031, will ultimately connect from Highway 27 to the intersection of Highway 17 and Highway 540. Additionally, the property is located at the intersection with Cunningham Road, which serves as a collector road between Thompson Nursery Road and County Road 653, and also approximately 1,000 feet west of Eloise Loop Road, which is also a collector road. Uses surrounding the subject property include Lake Grass and drainage and retention to the north; Lake Reed and the Terranova subdivision to the east; the Terranova and Villamar subdivisions to the south; and the Villamar subdivision to the west.

INFRASTRUCTURE

The table below outlines the expected potential demands on the supporting infrastructure for the maximum 503,118 square feet of commercial development.

Potable Water and Wastewater Utilities (as of September 30, 2025)
Measured in gallons per day (gpd)

Type of Infrastructure	24-month Average Capacity	Projected Demands from This Request	Remaining Capacity (If Request Permitted Today)	Projected Future Demands for Prior Approved Projects*	Potential Remaining Capacity *if* All Approved Projects are Constructed
Potable Water	3,149,000	110,686	3,038,314	2,159,100	879,214
Wastewater Plant 3	2,890,000	97,403	2,792,597	996,700	1,795,897

**Projected Future Demands includes platted residential subdivisions, approved multi-family residential site plans, and approved commercial site plans. Approved multi-family or commercial site plans are approved for up to a maximum of 30 months. If a permit is not issued within this time period, the approved site plan becomes null and void and any reserved capacity assigned to that project is returned to the available capacity.*

The Thompson Nursery Road realignment project has portions built and additional portions expected to be under construction within three (3) to six (6) months. This project can be utilized when determining concurrency capacity; however, available trip counts have not been assigned to the realigned roadway at this time. The maximum projected PM Peak Hour trips for 503,118 square feet of commercial is 2,526 trips.

The above evaluation of water, wastewater, and transportation concurrency for a specific property or project at the Future Land Use or zoning stage should simply be viewed as a "snapshot in time" with regards to available capacity. Between the time when a particular Future Land Use designation and/or

zoning district is assigned to a property, and the point in time when an actual development project is submitted for approval, there are many factors which may affect the amount of available water, wastewater, or transportation capacity required for issuing final concurrency approval. These factors may include increased or decreased allocations in available capacities, approved projects not being constructed, unforeseen projects being constructed, and constructed projects using more or less than their projected demands.

COMPREHENSIVE PLAN

The requested Neighborhood Support Future Land Use is consistent with property's frontage on an arterial road and close proximity to intersections with collector roads. The requested C-3 zoning district is consistent with the Neighborhood Support Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with these requests.

These are requests initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its November 3, 2025 regular meeting, voted to recommend approval of these requests. Two members of the public spoke with concerns about traffic, flooding, and potential crime.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The proposed Neighborhood Support Future Land Use and C-3 zoning district is consistent with the subject property's frontage on an arterial road and close proximity to intersections with collector roads; and

- The City's 2035 Comprehensive Plan encourages commercial uses to focus into nodes centered around key intersections within the City. Further supporting this request is the presence of 1,792 residential units in the Villamar subdivision alone and presence of 1,000+ additional housing units within a short distance. The close proximity of these neighborhoods to this proposed development has the ability to reduce the number and the length of vehicle trips onto the surrounding roadway network through a more compact development pattern as advocated in the Comprehensive Plan's Transportation Element Objective 2.1; and

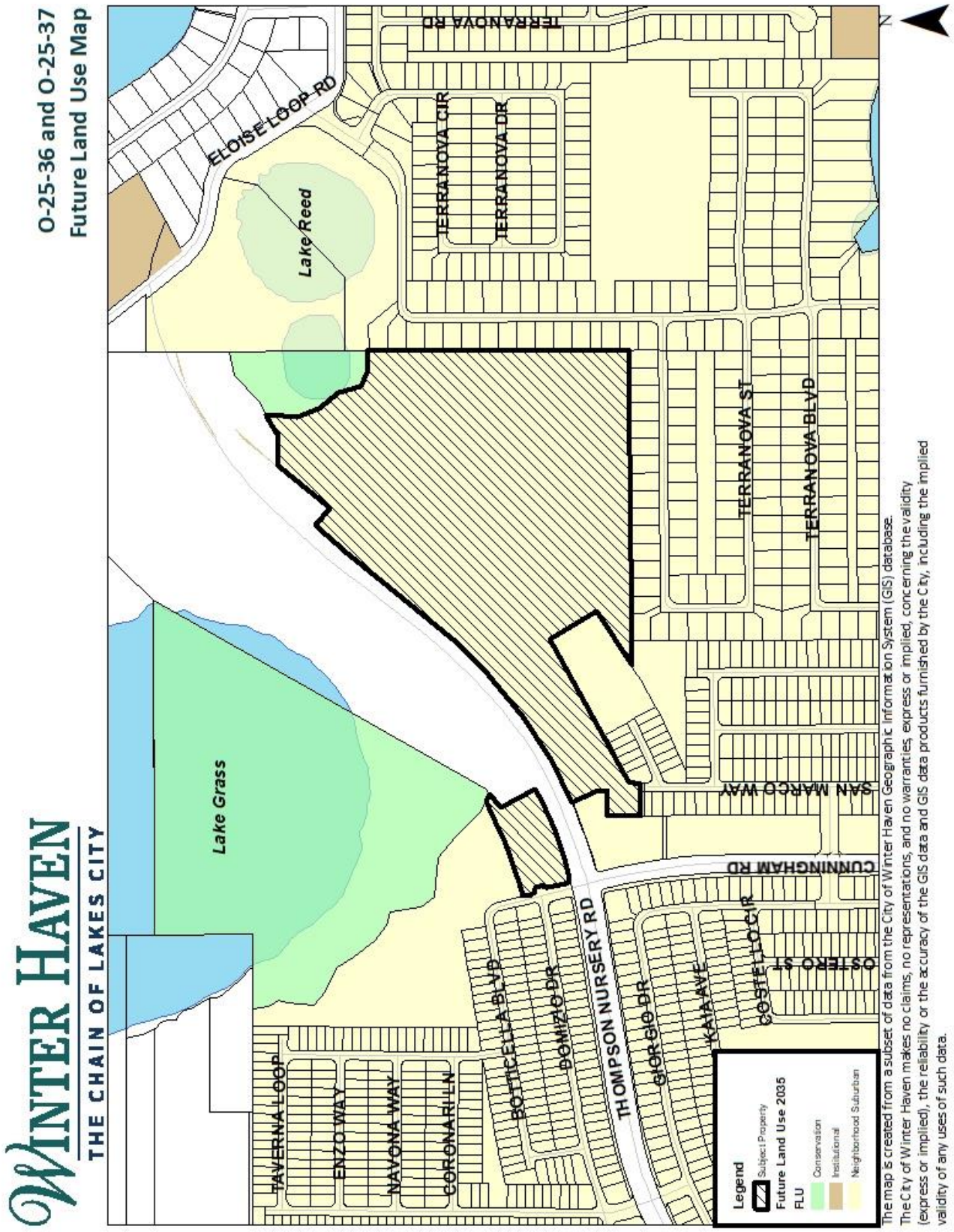
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

RECOMMENDATION

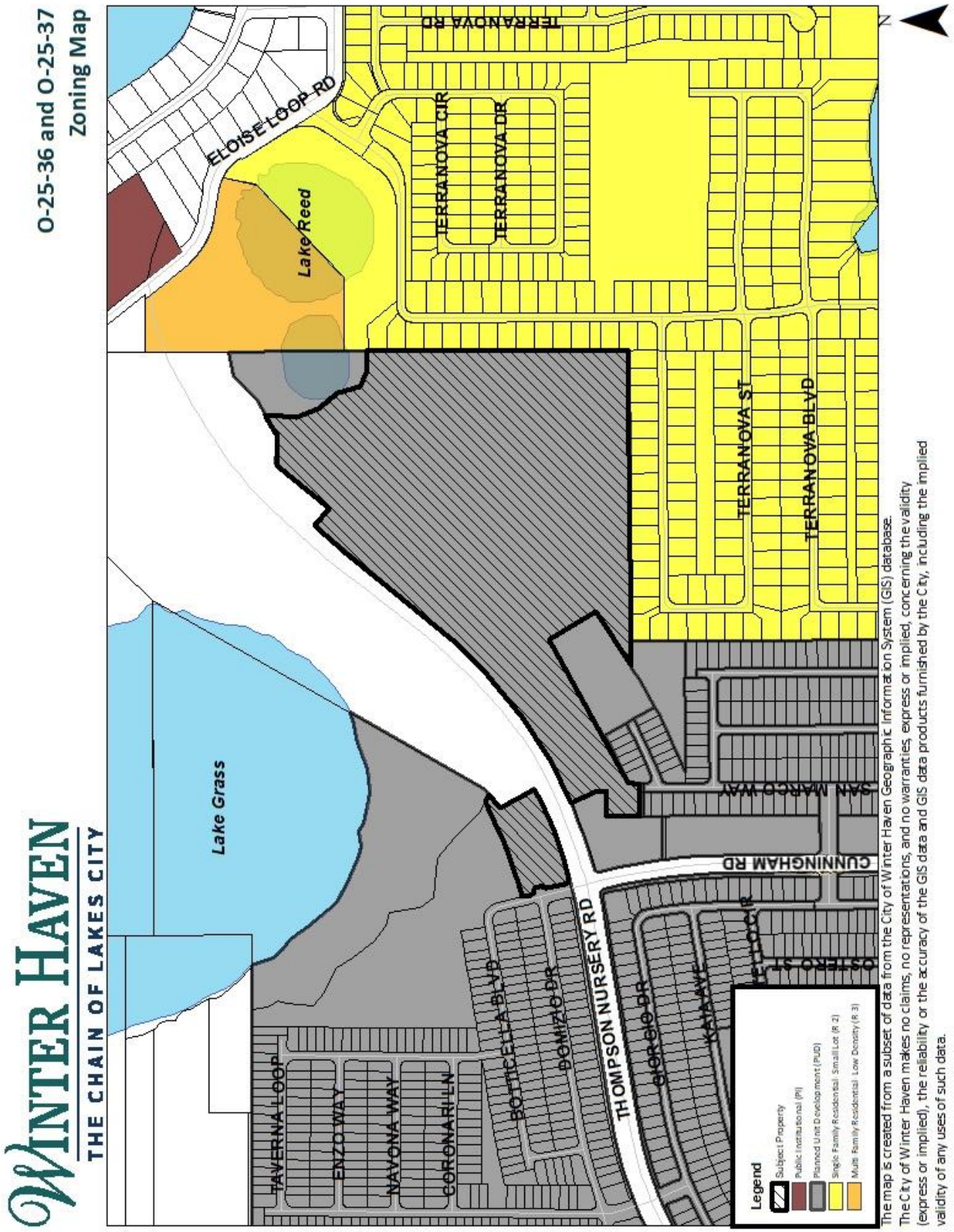
Staff recommends the City Commission approve Ordinances O-25-36 and O-25-37.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-25-36 (Future Land Use)
- Ordinance O-25-37 (Zoning)


O-25-36 and O-25-37
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
TERRANOVA RD
ELOISE LOOP RD
Lake Reed
TERRANOVA CIR
TERRANOVA DR
TERRANOVA ST
TERRANOVA BLVD
Lake Grass
SAN MARCO WAY
CUNNINGHAM RD
OSTERO ST
COSTELLO CIR
KAIA AVE
GIOR GIO DR
THOMPSON NURSERY RD
BOTTICELLA BLVD
DOMIZIO DR
TAVERNA LOOP
ENZO WAY
NAVONA WAY
CORONARI LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Institutional
Neighborhood Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

O-25-36 and O-25-37
Zoning Map



O-25-36 and O-25-37
Aerial Map

ORDINANCE NO. O-25-37

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING ONE (1) PARCEL AND A PORTION OF ANOTHER PARCEL FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is generally located at the northeast corner of the intersection of Thompson Nursery Road and Cunningham Road and south of Thompson Nursery Road approximately 330 feet east of Cunningham Road. The area covered by this request is 46.21± acres.)

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

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

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

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) zoning district.

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

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

4. All ordinances in conflict herewith are hereby repealed.

5. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-25-36; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

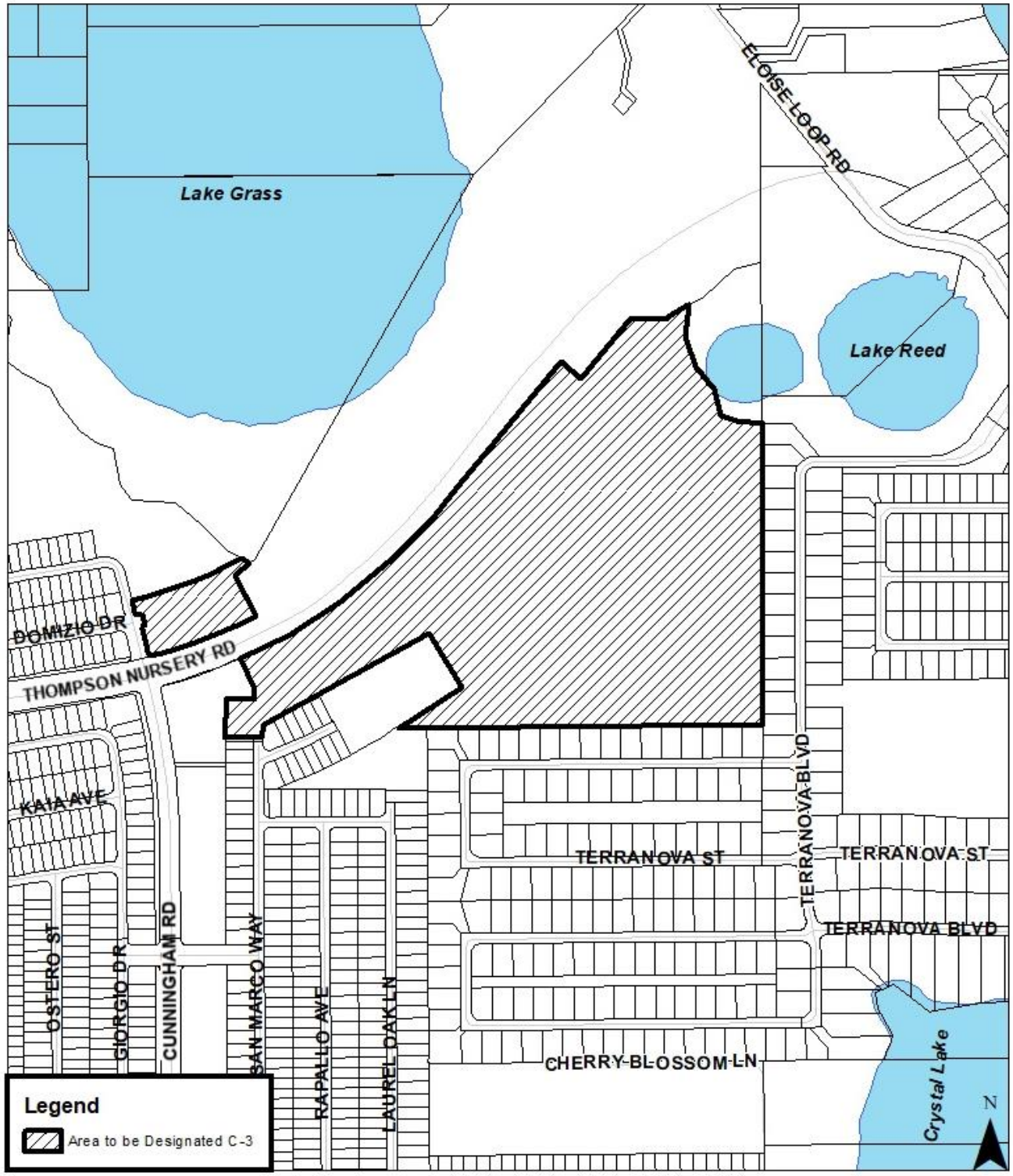
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


Lake Grass
ELOISE LOOP RD
Lake Reed
DOMIZIO DR
THOMPSON NURSERY RD
KAIA AVE
OSTERO ST
GIORGIO DR
CUNNINGHAM RD
SAN MARCO WAY
RAPALLO AVE
LAUREL OAK LN
TERRANOVA ST
TERRANOVA BLVD
TERRANOVA ST
TERRANOVA BLVD
CHERRY BLOSSOM LN
Crystal Lake
N
Legend
Area to be Designated C-3

DATE: October 30, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-25-39:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report.

BACKGROUND

In recent years, in response to the condominium building collapse in Surfside, the Florida Legislature passed legislation addressing the safety of condominium and cooperative association buildings. This focus on safety continued with the passage of House Bill 913 (HB 913) during the 2025 Legislative Session. HB 913 requires local governments to add language to their Code addressing structural repairs for condominium and cooperative association buildings within a specified timeframe.

To comply with requirements contained in HB 913, Section 5-24 will be added to Chapter 5 (Buildings and Building Regulations) of the Winter Haven Code of Ordinances. Section 5-24 will require those condominium and cooperative associations, which are required by law to perform milestone inspections, to schedule or commence repairs for substantial structural deterioration, within 365 days of the Building Official receiving a Phase Two Inspection Report.

A survey of the City found there are seven condominium or cooperative associations located in the City which are subject to milestone inspections (those containing buildings three or more habitable stories in height), which are required at 30 years of age and every ten years thereafter.

FINANCIAL IMPACT

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

This request makes an amendment to the Winter Haven Code of Ordinances in order to comply with applicable Florida law. In accordance with Section 166.041(4)(c)(1) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is an ordinance adopted in order to comply with applicable Florida law and not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Community Safety Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-39 and authorize the City Manager or his designee to take all necessary actions related to the implementation of same.

ATTACHMENT

- Ordinance O-25-39

ORDINANCE NO. O-25-39

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA RELATING TO MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS; IMPLEMENTING SUBSECTION 553.889(11), FLORIDA STATUTES (2025); CREATING SECTION 5-24 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; REQUIRING CONDOMINIUMS, COOPERATIVE ASSOCIATIONS, AND OWNERS SUBJECT TO MANDATORY STRUCTURAL INSPECTIONS TO SCHEDULE OR COMMENCE REPAIRS FOR SUBSTANTIAL STRUCTURAL DETERIORATION WITHIN 365 DAYS AFTER THE CITY'S RECEIPT OF A PHASE TWO INSPECTION REPORT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 553.889(3)(a), Florida Statutes (2025), states that "An owner or owners of a building that is three habitable stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under" Chapter 718 of the Florida Statutes "or a residential cooperative under" Chapter 719 of the Florida Statutes "must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter"; and

WHEREAS, a milestone inspection consists of two phases, including a visual examination of habitable and nonhabitable areas and the major structural components of a building by a licensed architect or engineer authorized to practice in Florida and, if substantial structural deterioration is identified, destructive or nondestructive testing at the inspector's direction; and

WHEREAS, pursuant to Section 553.889(8), Florida Statutes (2025), "Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction"; and

WHEREAS, Section 4 of CS/CS/HB 913 (2025), Chapter 2025-175, Laws of Florida, codified at Section 553.889(11), Florida Statutes (2025), requires each municipal governing body in the State of Florida, including the City Commission of the City of Winter Haven, Florida, to adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to" Section 553.889, Florida Statutes, to "schedule or commence repairs for substantial structural deterioration within a specified timeframe after the City's building

official receives a phase two inspection report", provided that "such repairs must be commenced within 365 days after receiving such report"; and

WHEREAS, the City Commission of the City of Winter Haven desires to implement Section 553.889(11), Florida Statutes (2025), by adopting new Section 5-24 of the *Code of Ordinances of the City of Winter Haven, Florida* to require a condominium or cooperative association and any other owner that is subject to Section 553.889, Florida Statutes, to schedule or commence repairs for substantial structural deterioration within 365 days, which is the time allowed by general law; and

WHEREAS, the City Commission of the City of Winter Haven formally finds that the provisions of this ordinance, which concerns the post-construction safety of condominium and cooperative association buildings, does not impose more restrictive or burdensome regulation or procedures on construction, reconstruction, or redevelopment of property; and

WHEREAS, the City Commission of the City of Winter Haven further finds that the purpose of this ordinance is to comply with state law and, pursuant to Section 166.041(4)(c)1., Florida Statutes (2025), no business impact estimate is required to be prepared or posted prior to adoption.

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

Section 1. Findings.

The whereas clauses to this ordinance are found to be true by the City Commission, are incorporated herein by reference, and are made a part hereof.

Section 2. Creation of Section 5-24 of the Code of Ordinances.

Section 5-24 of the *Code of Ordinances of the City of Winter Haven, Florida* is hereby created to read as follows:

Sec. 5-24 - Condominium and cooperative association building safety.

A condominium or cooperative association and any other owner that is required by law to perform milestone inspections must schedule or commence repairs for substantial structural deterioration within 365 days after the building official receives a phase two inspection report.

Section 3. Conflicts.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. Severability.

If any section or portion of a section of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Ordinance.

Section 5. Codification and Administrative Correction of Scrivener's Errors.

It is the intent of the City Commission that the provisions of Section 2 to this Ordinance shall be codified as and become and be made a part of the *Code of Ordinances of the City of Winter Haven, Florida*. Section 2 of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word. The implementing sections of this Ordinance, Sections 1, 3, 4, 5, and 6, shall not be codified. The code codifier is granted liberal authority to codify the provisions of this Ordinance, *provided* that the City Commission requests for the codifer to make a State Law reference to "Milestone inspections for condominiums and cooperative associations; F.S. § 553.889" as a courtesy to readers and users of the code. Regardless of whether such inclusion in such codes is accomplished, sections of this ordinance may be renumbered or relettered and the correction of typographical or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED on First Reading this 24th day of November, 2025.

PASSED on Second Reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

Attest:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

DATE: November 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-40 an Ordinance Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND

The City of Winter Haven has received a bequest in the amount of $258,879.07 from the Estate of Velma Seawell Daniels, a long-time resident and supporter of the Winter Haven Public Library. Mrs. Daniels' generous gift reflects her lifelong commitment to literacy and the advancement of public library services in the community.

To properly record this contribution, the current fiscal year budget will be amended to reflect an increase in the City of Winter Haven Library Fund 'Other Contributions' Revenue account and make the funds available for library-related expenditures within the Library Fund.

FINANCIAL IMPACT

The City of Winter Haven Library Fund's Budget for Fiscal Year 2025-2026 will increase by $258,879.07. In accordance with Section 166.041 (4) (c) of the Florida Statutes as Ordinance O-25-40 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT:

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative/nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

RECOMMENDATION

Staff recommends that the City Commission adopt Ordinance O-25-40, amending the budget to recognize a contribution in the amount of $258,879.07 by increasing the Library Fund's Other Contributions revenue account (101-366201-000) offset by a corresponding increase to the Materials expenditure account (101-07-728-5220).

ATTACHMENTS

- Ordinance O-25-40
- Estate of Velma Seawell Daniels

ORDINANCE NO. O-25-40

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA, RECOGNIZING A CONTRIBUTION FROM THE ESTATE OF VELMA SEAWELL DANIELS IN THE AMOUNT OF TWO HUNDRED FIFTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND SEVEN CENTS ($258,879.07) TO THE WINTER HAVEN PUBLIC LIBRARY; AMENDING ORDINANCE NO. O-25-29, ADOPTING THE CITY OF WINTER HAVEN BUDGET FOR THE FISCAL YEAR 2025-2026; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2025, the City Commission passed Ordinance O-25-29 adopting the Budget of the City of Winter Haven, Florida, Fiscal Year Commencing October 1, 2025, as the Official Budget of the City of Winter Haven, Florida, Fiscal Year 2025-2026; and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates, and

WHEREAS, the City of Winter Haven operates the Winter Haven Public Library to promote literacy, lifelong learning, and community enrichment; and

WHEREAS, the late Velma Seawell Daniels, a long-time resident and supporter of the Winter Haven Public Library, bequeathed the sum of Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Nine Dollars and Seven Cents ($258,879.07) to the City of Winter Haven for the benefit of the Library; and

WHEREAS, the City of Winter Haven acknowledges the generosity of Velma Seawell Daniels and wishes to recognize her contribution as a lasting investment in the educational and cultural advancement of the community; and

WHEREAS, the City Commission desires to amend the Fiscal Year 2025–2026 Budget to recognize the donation as revenue and to appropriate such funds for library-related purposes, including but not limited to programs, materials, technology, and facility enhancements.

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

1. The City of Winter Haven hereby formally recognizes and accepts the bequest from the Estate of Velma Seawell Daniels in the amount of Two Hundred Fifty-Eight Thousand Eight Hundred Seventy-Nine Dollars and Seven Cents ($258,879.07) to support the Winter Haven Public Library

2. The City's Fiscal Year 2025-2026 Budget is hereby amended as follows:

Revenue Account – Other Contributions 101-366201-000 $258,879.07

Expenditure Account - Materials 101-07-728-5220 $258,879.07

3. If any, word, sentence, clause, phrase or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

4. It is the intention of the City Commission that sections of this Ordinance may be renumbered or re-lettered 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 that sections of this Ordinance may be renumbered or re-lettered and the administrative 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 re-codified copy of same with the City Clerk.

5. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 24th day of November, 2025.

PASSED on second reading this 8th day of December, 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

IN THE CIRCUIT COURT FOR POLK COUNTY, FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

File No. 53-2024-CP-003889-0000-XX

VELMA SEAWELL DANIELS

Deceased.

PETITION FOR DISCHARGE

Petitioner, Eric B. Adamson, as personal representative of the above estate, alleges:

1. The decedent, Velma Seawell Daniels, a resident of Polk County, Florida, died on October 21, 2024, and Letters of Administration were issued to petitioner on December 2, 2024.

2. Petitioner files herewith either a Final Accounting containing a complete report of all cash and property transactions and of all receipts and disbursements since the commencement of administration of this estate, or since the date of the last accounting filed herein, if any, or waivers signed by all interested persons, other than petitioner, waiving the filing of a Final Accounting.

3. Petitioner has fully administered this estate by making payment, settlement, or other disposition of all claims and debts that were presented, and by paying or making provision for the payment of all taxes and expenses of administration.

4. Petitioner has filed all required estate tax returns with the Internal Revenue Service and has obtained and filed with this court evidence of the satisfaction of this estate's obligations for federal estate taxes, if any.

5. The amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation, is set forth in Exhibit A attached hereto.

6. Petitioner has made or proposes to make distribution of the assets of this estate as reflected in the plan of distribution set forth in the schedule attached hereto as Exhibit B.

7. The only persons, other than petitioner, having an interest in this proceeding and

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

their respective addresses are:

NAME	ADDRESS
University of Florida	c/o John E. Knight, Esq. University of Florida Foundation, Inc. 1938 West University Avenue Gainesville, FL 32603
Winter Haven Public Library	c/o CJ Scott, CFO City of Winter Haven 551 Third St. NW Winter Haven, FL 33881
Turning Point for God	c/o Lisa Reschetnikow, Esq. Turning Point Ministries Foundation P. O. Box 14317 Scottsdale, AZ 85267-4317
Florida Baptist Children's Home, Inc.	1015 Sikes Boulevard Lakeland, FL 33815
Samaritan's Purse	c/o Jan Niblick PO Box 3000 Boone, NC 28607

8. Any objections to the Petition for Discharge, the Final Accounting, the compensation paid or proposed to be paid, or the proposed distribution of assets, must be filed and served within 30 days from the date of service of the last of the Petition for Discharge or Final Accounting. Within 90 days after filing of the objection, a notice of hearing thereon must be served, or the objection is abandoned.

9. Objections, if any, shall be in writing and shall state with particularity the item or items to which the objection is directed and the grounds on which the objection is based.

Petitioner requests that, after satisfactory proof has been presented that distribution has been made in accordance with the schedule of distribution and that claims of creditors have been paid or otherwise disposed of, an order be entered discharging petitioner as personal representative of this estate and releasing the surety on any bond which petitioner may have posted in this proceeding from any further liability on it.

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Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on this _____ day of 10/3/2025, 2025.

/s/ Mark G. Turner
Mark G. Turner, Esquire
Attorney for Petitioner
Florida Bar Number: 794929
Straughn & Turner, P.A.
Post Office Box 2295
Winter Haven, Florida 33883-2295
Telephone: (863) 293-1184
Fax: (863) 293-3051
E-Mail: mturner@straughnturner.com
Secondary E-Mail: ahall@straughnturner.com

Signed by:
BC6E714318A44A9...
Eric B. Adamson
Petitioner

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

EXHIBIT A

The amount of compensation paid or to be paid to the personal representative, attorneys, accountants, appraisers, or other agents employed by the personal representative, and the manner of determining that compensation:

Anglin Reichmann Armstrong, P.C. (Accounting firm)	$43,790.07
True Value Appraisal Services, Inc. (Real estate appraiser)	$500.00
Frazier & Deeter (Accounting firm)	$4,849.05
Eric B. Adamson (Personal Representative's fee per Section 733.617, Florida Statutes)	$40,992.72
Straughn & Turner, P.A. (Compensation of attorney for personal representative per Section 733.6171, Florida Statutes)	$40,992.72

Docusign Envelope ID: 8DF8E564-A59B-439F-AF19-042FC7086A41

EXHIBIT B

Plan of Distribution

Funds available for final distributions: $1,294,395.35

University of Florida	$258,879.07
Winter Haven Public Library	$258,879.07
Turning Point for God	$258,879.07
Florida Baptist Children's Home, Inc.	$258,879.07
Samaritan's Purse	$258,879.07

DATE: November 13, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-41 - Amending O-25-29 appropriating funds for Fiscal Year ending September 30, 2026

BACKGROUND

Pursuant to F.S. 166.241, the City Commission may amend the budget by ordinance to appropriate and expend funds that were not anticipated in the originally approved budget. Purchase order roll forwards represent contractual or encumbered obligations that were approved in Fiscal Year 2024-2025 but not fully expended by year-end.

In accordance with established accounting standards and budgetary control procedures, these encumbrances have been re-established in the Fiscal Year 2025–2026 budget to ensure proper accountability for prior year commitments. The total value of the rolled forward purchase orders affects current-year budget; however, this action does not constitute new spending. Rather, it reflects the continuation of previously approved obligations.

As a result of these roll forwards, adjustments to the Fiscal Year 2025–2026 budget are necessary to accurately reflect the remaining available funds after accounting for these commitments. Exhibit A provides a detailed listing of the outstanding encumbered purchase orders carried forward into the current fiscal year.

FINANCIAL IMPACT

The total budget amendment of $58,118,080.31 reflects outstanding encumbrances as of September 30, 2025. The amendment increases the current year's budget across various funds with corresponding funding from prior year's available fund balances. In accordance with Section 166.041(4)(c) of the Florida Statutes as Ordinance O-25-41 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.1 – Enhance fiscal communication via implementation and distribution of a Budget Book, Budget in Brief, Popular Annual Financial Report

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-41 authorizing a budget amendment to roll forward open purchase orders from Fiscal Year 2024-2025 to Fiscal Year 2025-2026.

ATTACHMENTS

- Ordinance O-25-41
- Exhibit A

ORDINANCE NO. O-25-41

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA RECOGNIZING THE ROLL FORWARD OF OPEN PURCHASE ORDERS FROM FISCAL YEAR 2024-2025 TO FISCAL YEAR 2025-2026; AMENDING ORDINANCE NO. O-25-29 APPROPRIATION OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven's prior fiscal year ended on September 30, 2025; and

WHEREAS, at the close of Fiscal Year 2024-2025, certain purchase orders remained open for projects, goods, and services authorized but not yet completed; and

WHEREAS, to maintain budgetary compliance and honor financial commitments, the encumbered funds associated with these open purchase orders will be re-appropriated in Fiscal Year 2025-2026; and

WHEREAS, Florida Statutes 166.241, provides that the City Commission may amend its budget by ordinance to appropriate and expend funds from a source not anticipated in the City's approved budget; and

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

1. The budget for the City of Winter Haven for the fiscal year 2025-26 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect encumbered purchase orders.

2. This Ordinance shall take effect immediately upon its passage.

INTRODUCED on first reading this 24th day of November 2025.

PASSED on second reading this 8th day of December 2025.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

PURCHASE ORDER ROLL FORWARDS FROM FY 2025 TO FY 2026

Fund Name	Amount
001 - General Fund	$ 2,053,744.93
101 - Library Fund	76,990.42
105 - S.H.I.P. Fund	76,924.20
106 - Airport Fund	1,744,372.48
107 - Cemetery Fund	21,323.70
108 - CRA - Downtown Fund	466,053.62
109 - CRA - Florence Villa Fund	233,305.53
111 - Federal Building Fund	143.70
113 - Building / Permitting Fund	147,247.20
116 - Urban Forestry Fund	75,000.00
301 - Transportation Fund	5,116,680.23
305 - 2021 Bond - Capital Project Fund	5,297,272.90
306 - 2015 Construction Fund	9,353,865.42
401 - Solid Waste Fund	521,803.56
402 - Utility Fund	28,531,752.12
404 - Stormwater Fund	3,121,392.28
405 - Willowbrook Fund	142,875.40
501 - Internal Services Fund	1,035,552.98
502 - Motor Pool Fund	101,779.64
Total Purchase Order Roll Forwards	$ 58,118,080.31

2023-00000249	2 year Contract for Landscape Maintenance Intermodal Dr ROW/CSX	$16,220.84
	STAG Industries, LLC	
2023-00000253	Design, Permitting & CEI Services for Winter Haven-Haines City	31,264.22
	Dewberry Engineers Inc.	
2023-00000259	Project Management Assistance for Lake Elbert	4,382.50
	Carter and Kaye Engineering, LLC	
2023-00000261	Motor Oils & Lubricants - Annual Contract - Primary Vendor	27,299.10
	Palmdale Oil Company LLC	
2023-00000262	Motor Oils & Lubricants - Annual Contract - Secondary Vendor	23,728.58
	Tropic Oil Company	
2023-00000263	Lake Elbert Trail Project	60,156.64
	Cathcart Construction Co. - Florida LLC	
2024-00000004	Design,Permitting,CEI Svcs-Lk Ashton/CR 653 Reclaimed Water Main	43,240.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000020	Chain of Lakes Phase II - Final Design & Permitting Task Order	70,088.39
	Carter and Kaye Engineering, LLC	
2024-00000022	Parks, Recreation and Trails Master Plan	54,570.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000032	EAP services	2,770.00
	Behavioral Health Management Services, Inc.	
2024-00000066	Pro Robotic Athletic Field Line Painter	64,000.00
	Turf Tank	
2024-00000074	East Lake Howard Trail Corridor - Professional Services	12,582.50
	Florida Acquisition & Appraisal, Inc.	
2024-00000079	ITB-23-48 - Two Year Contract - General Contractor	390,230.61
	EVERETT WHITEHEAD & SON, INC.	
2024-00000080	ITB-23-48 - Two Year Contract - General Contractor	172,462.23
	WCM Construction & Roofing, LLC	
2024-00000088	Ice Machine, Water Fountain & Refrigeration Repairs & Replacemen	40,643.43
	Coolsys Light Commercial Solutions LLC	
2024-00000092	Rehabilitation & Repair of North Clarifier at WWTP #3	320,382.01
	MKI Services	
2024-00000111	Awarded RFP-23-43 Auditing Services FY2025 (Final End Contract)	123,107.50
	Mauldin & Jenkins, LLC	
2024-00000117	ONE Water Master Plan, Phase III	149,982.16

	Black & Veatch Corporation	
2024-00000138	Traffic Engineering and Planning Support Services	16,698.36
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000139	Motor Pool Road Improvements	5,372.80
	EVERETT WHITEHEAD & SON, INC.	
2024-00000150	ITB-23-48 - Two Year Contract - General Contractor	38,880.40
	EnviroBuild LLC	
2024-00000161	Risk & Resilience Assessments for Water Treatment Plants	13,521.50
	A2O Consulting LLC	
2024-00000176	S. Lake Howard Nature Park Expansion Design	38,268.78
	EVERETT WHITEHEAD & SON, INC.	
2024-00000178	Chain of Lakes Phase II - Demolition Task	55,000.00
	RODDA CONSTRUCTION, INC.	
2024-00000197	Consulting Services: As-Needed Hydraulic Modeling Services	41,750.00
	KMAC Consulting Services LLC	
2024-00000199	Contract Renewal 2 of 4 for Pest Control Services May-Sept 2024	135.00
	TNT POWER EXTERMINATORS INC DBA POWERX	
2024-00000202	Rowdy Gaines Pool Renovations - Filter Room	14,875.00
	RODDA CONSTRUCTION, INC.	
2024-00000232	Alert System - Primary Dispatch G2 FSA System	24,432.86
	Honeywell International Inc.	
2024-00000234	Design Criteria & Owner's Rep Professional Svcs for Water	824,305.80
	JONES EDMUNDS & ASSOCIATES, INC.	
2024-00000239	Guaranteed Max Price Amendment WHRCC & CMAR	4,469,367.31
	Collage Design and Construction Group Inc.	
2024-00000244	Landscape Ord. Updated/Urban Forest Mgmt Consolid	9,750.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2024-00000249	Utility Line Extension Design/Permitting for Utility	9,050.00
	Carter and Kaye Engineering, LLC	
2024-00000255	S. Lake Howard Dr – LAP – Project Support	26,155.00
	Carter and Kaye Engineering, LLC	
2024-00000261	Housing Rehab Program - General Contractor Services	37,946.00
	EnviroBuild LLC	
2024-00000276	design phase work for FS #5	5,297,272.90
	EVERETT WHITEHEAD & SON, INC.	
2024-00000281	HVAC Maintenance - 12 months	7,295.56
	Engineered Cooling Service LLC	
2024-00000283	COL Park Phase II, Park Elements	2,649,569.68
	RODDA CONSTRUCTION, INC.	
2024-00000287	Property acquisition services in the Florence Villa CRA	76,470.75
	Florida Acquisition & Appraisal, Inc.	
2024-00000289	Rehabilitation of LS 119 per ITB 24-25	799,318.00
	B & B UNDERGROUND CONSTRUCTION, INC.	
2024-00000293	2 year General contractor	56,089.40
	SEMCO CONSTRUCTION, INC.	
2024-00000304	Well Construction for Cypresswood & Pollard Rd WTF	3,823,976.65

	Southeast Drilling Services Inc.	
2024-00000305	Housing Rehab	13,797.00
	EnviroBuild LLC	
2024-00000306	FDOC Inmate Work Program	167,106.00
	DEPARTMENT OF CORRECTIONS	
2024-00000310	Purchase Lift Station Submersible Pump Materials	2,566.00
	XYLEM WATER SOLUTIONS U.S.A., INC.	
2024-00000329	Purchase Site Prep Materials	3,848.42
	FERGUSON ENTERPRISES, INC. #044	
2024-00000340	Purchase concrete materials	51,915.98
	CEMEX, INC.	
2024-00000347	Annexation Study for the City - Per the attached TO dated 9/17/2	22,474.00
	Calvin, Giordano & Associates, Inc.	
2024-00000348	First Street North Study - Per the attached TO dated 9/17/2024	47,568.00
	Calvin, Giordano & Associates, Inc.	
2024-00000360	FL Citrus Building HVAC Equipment Installation	316,069.98
	EMCOR Services	
2025-00000010	Professional Engineering Design Services for Crestwood Dr	57,175.20
	Carter and Kaye Engineering, LLC	
2025-00000011	5 year lease for 12 units for Reuben Williams Sports Complex & T	22,464.00
	Big Belly Solar LLC	
2025-00000015	HVAC 2 Year Contract - Year 2of 2	88,362.79
	Engineered Cooling Service LLC	
2025-00000016	Annual Restroom Cleaning Contract	44,000.00
	A1 Extreme Cleaning LLC	
2025-00000024	Chemicals - Contract - Glycerin/Supplemental Carbon Source	88,037.53
	ENVIRONMENTAL OPERATING SOLUTIONS	
2025-00000028	CoolSys Preventive Maintenance Agreement	19,065.75
	Coolsys Light Commercial Solutions LLC	
2025-00000030	Purchase electrical lighting fixture materials	25,320.00
	Anixter Power Solutions, LLC	
2025-00000031	Rowdy Gaines Pool Renovation	3,177.29
	RODDA CONSTRUCTION, INC.	
2025-00000032	Rowdy Gaines Pool Limited Construction Oversite	21,276.50
	Wright - Pierce, Inc.	
2025-00000037	Furnish Electrical Switchgear Materials	5,300.56
	CED/RAYBRO ELECTRIC SUPPLIES	
2025-00000038	Chemicals - Annual Contract Renewal 2 of 4 - Sodium Bisulfite	121,763.06
	THATCHER CHEMICAL OF FLORIDA	
2025-00000039	Consultant-One Water Consulting Services: Federal, State	4,174.00
	David Taine Rathke	
2025-00000051	Funding Scan and Grant Program Development	34,351.54
	WSP USA Inc.	
2025-00000056	Software-Renewal of Oracle Prime Projects Enterprise	13,466.02
	Oracle America, Inc.	
2025-00000061	1-2025 F350 CRANE TRUCK, 3-F350 REGULAR CAB1-F150 SUPER CREW	524,560.38
	DUVAL FORD	
2025-00000068	Lab Tests - Lab Analysis Services for Water and Wastewater	20,393.00
	BENCHMARK ENVIROANALYTICAL, INC.	
2025-00000069	DOT Pond Final Design & Construction Plans for Initial Phase	80,609.52
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000074	Roosevelt Drive Complete Street Project	21,010.00
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000078	Purchase ready-mix concrete	280.75
	Argos North America Corp	

2025-00000084	1150 WHG LLC Utility Connection Fee Reimbursements 1150 WHG LLC	385,396.20
2025-00000088	task order for Station 2 envelope hardening project Carter and Kaye Engineering, LLC	4,372.50
2025-00000094	2024/2025 Dumpster and Container reconditioning GT SUPPLIES, INC.	7,729.84
2025-00000099	Industrial Pretreatment Surcharge Rate Evaluation JONES EDMUNDS & ASSOCIATES, INC.	17,022.50
2025-00000123	WHRCC History Project BLACK OAK INDUSTRIES, INC.	48,550.00
2025-00000136	Soofa Signs Outdoor Digital Boards Soofa	12,000.00
2025-00000139	Chemicals - Contract Renewal 2 of 4 - Sodium Hypochlorite ALLIED UNIVERSAL CORPORATION	629,495.48
2025-00000141	Tree planting/care & Maintenance Evolve Contracting Inc.	75,000.00
2025-00000143	Roosevelt Dr Utility Upgrades and Relocations KIMLEY-HORN AND ASSOCIATES, INC.	28,500.00
2025-00000144	Airport Backup Power Generators Design and Engineering HANSON PROFESSIONAL SERVICES, INC.	799.62
2025-00000145	E Winter Haven Aquifer Recharge & Wetlands Restoration HGS, LLC	578,492.40
2025-00000146	Transcription Services Officemotive, Inc.	10,500.00
2025-00000150	Owner Direct Purchase of Sewer By-Pass Pumps for LS 119 & 191 XYLEM DEWATERING SOLUTIONS, INC..	145,784.80
2025-00000154	Chemicals - Contract Renewal 4 of 4 - Cationic Polymer Polydyne, Inc.	43,050.00
2025-00000155	Annual Contract - WTP/WWTP Lawn Maintenance - Renewal 2 of 4 Holley Land Services, Inc.	47,760.00
2025-00000162	Byrne Software Purchase Byrne Software Technologies, Inc.	97,228.50
2025-00000164	Selectron Software Purchase Selectron Technologies, Inc.	49,875.00
2025-00000165	Airport Remote Digital Tower Equipment Design Frequentis USA, Inc.	343,901.20
2025-00000170	Federal Level Funding Advocacy Contract Ballard Partners, Inc.	50,000.00
2025-00000171	Municipal Impact Fee Study w/ addition services RAFTELIS FINANCIAL CONSULTANTS, INC.	1,000.33
2025-00000172	Water Resource Facility at Pollard Rd & WWTP #2 Abandonment Wharton-Smith, Inc.	10,089,643.15
2025-00000173	Purchase hollow metal and wood doors SUPERIOR HARDWARE PRODUCTS	38,000.00
2025-00000177	Preliminary Design for Utility Adj-PC #5400203 Thompson Nursery KIMLEY-HORN AND ASSOCIATES, INC.	9,644.35
2025-00000182	Furnish lift station bypass pump XYLEM DEWATERING SOLUTIONS, INC..	9,998.57
2025-00000183	Furnish electrical materials WORLD ELECTRIC SUPPLY, INC.	212.67
2025-00000185	Disater Relief Consulting Services - FEMA Grant Assistance Greenbriar Global Consulting LLC	16,422.45
2025-00000190	Pedestrian Bridge Infrastructure Improvements Metalizing Technical Services LLC	218,617.36
2025-00000191	Carillon Bell Tower	135,210.00

	The Verdin Company	
2025-00000193	Stormwater System Inspection and Evaluation Services	8,237.50
	Carter and Kaye Engineering, LLC	
2025-00000195	WHRCC Owners Rep Services	25,765.00
	Carter and Kaye Engineering, LLC	
2025-00000196	Medical Services 2 year contract 9/23-8/25	63,031.66
	OCCUPATIONAL HEALTH CENTER, INC.	
2025-00000200	Purchase framing and drywall materials	44,013.40
	Foundation Building Materials LLC	
2025-00000202	Purchase Roofing Materials	33,803.86
	Duro-Last	
2025-00000207	Airport Beacon Replacement	759.94
	HANSON PROFESSIONAL SERVICES, INC.	
2025-00000214	1- 2026 AUTOCAR ACX64 WITH NEW WAY SIDEWINDER REFUSE BODY	441,991.50
	Florida Kenworth, LLC	
2025-00000215	Chemicals - Contract Renewal 3 of 4, Alum per ITB 21-22	103,333.89
	C&S CHEMICALS, INC.	
2025-00000220	Airport Mowing Renewal 5 of 5 of Annual Contract Per ITB-20-18	49,750.00
	CROPLAND SERVICES	
2025-00000224	Consulting for Transportation/Mobility Impact Fee Study	9,600.00
	RAFTELIS FINANCIAL CONSULTANTS, INC.	
2025-00000230	N. Lake Shipp Dr. Grant Administration	48,102.66
	KIMLEY-HORN AND ASSOCIATES, INC.	
2025-00000231	Preliminary Design for Utility Relocations along Cooley Road	36,963.02
	AtkinsRealis USA Inc.	
2025-00000233	Bio-Solids Hauling Contract per ITB-25-16	758,086.14
	Republic Services of Florida, LP	
2025-00000243	Sheila Torrey -Rehabilitation	25,181.20
	EnviroBuild LLC	
2025-00000245	2025 General Utility Consulting Services	49,637.75
	RAFTELIS FINANCIAL CONSULTANTS, INC.	
2025-00000248	Purchase of 1500 R900 2ft External Antennas for AMI Meters	14,462.50
	FERGUSON ENTERPRISES, INC. #044	
2025-00000253	Annual Water Use Permit Monitoring Support, EMP Analysis Report	49,974.00
	Black & Veatch Corporation	
2025-00000255	Guaranteed Max Price Amendment Willowbrook	151,297.61
	EVERETT WHITEHEAD & SON, INC.	
2025-00000256	Airport Obstructions Clearing Design, Bid & Construction Service	260,462.92
	HANSON PROFESSIONAL SERVICES, INC.	
2025-00000261	Purchase Irrigation Parts	937.91
	WESCO TURF, INC.	
2025-00000262	Purchase rootzone mix materials	4,352.48
	GOLF AGRONOMICS SUPPLY & HANDLING	
2025-00000263	Fire Extinguisher Service City Wide	6,417.14
	Haines City Fire Extinguisher Service Inc.	
2025-00000267	DPR Mobile Bench Scale Design	30,000.00
	JONES EDMUNDS & ASSOCIATES, INC.	
2025-00000268	2025 Risk & Resilience Assessment Update	48,900.00
	A2O Consulting LLC	
2025-00000272	Replacement Pump for LS 185 (2nd pump) and 1 spare LS pump	25,806.60
	XYLEM WATER SOLUTIONS U.S.A., INC.	
2025-00000275	Aquatic Vegetation Control and Maintenance	35,050.00
	APPLIED AQUATIC MANAGEMENT, INC.	
2025-00000277	WWTP #2 Lift Station Emergency Bypass Pump	80,264.43
	XYLEM DEWATERING SOLUTIONS, INC..	

2025-00000285	RFQ 24-38 Design build renovation old FS1 EVERETT WHITEHEAD & SON, INC.	73,072.17
2025-00000287	Purchase Playground Equipment REP SERVICES, INC.	187,659.00
2025-00000290	Fairfax Water Treatment Plant Renovations EVERETT WHITEHEAD & SON, INC.	45,568.10
2025-00000292	Purchase interior furniture for WHRCC STRAUGHN TROUT ARCHITECTS, LLC.	49,874.57
2025-00000298	Repairs to Effluent Pump #3 at WWTP #3 Coastal Pump & Equipment, Inc.	53,030.83
2025-00000299	CRA Residential Rehab Work EnviroBuild LLC	29.77
2025-00000300	Custodial Services Public Works - 2nd Year Supreme Maintenance Organization, Inc.	8,840.00
2025-00000301	Dry Clean of Uniforms for the PD DRY CLEAN AMERICA SUPER CENTER	4,055.73
2025-00000303	Aquatics WHRCC Chemical Solutions - Sodium Hypochlorite ALLIED UNIVERSAL CORPORATION	5,078.64
2025-00000306	CR653 Reclaimed Water Transmission Main Extension per ITB 25-23 INSITUFORM TECHNOLOGIES	2,162,474.30
2025-00000307	Drinking Water Asset Management Plan JONES EDMUNDS & ASSOCIATES, INC.	75,175.75
2025-00000308	Purchase of Four (4) New 20 Yard Lined Biosolids Dumpsters Republic Services of Florida, LP	57,371.48
2025-00000309	Facility Management Support Consultant Katigon Consult, LLC	36,856.43
2025-00000310	Replacement Pump for LS 108 XYLEM WATER SOLUTIONS U.S.A., INC.	15,564.60
2025-00000313	Quiet Zone Construction Phase KIMLEY-HORN AND ASSOCIATES, INC.	36,515.00
2025-00000317	CRA Residential Rehab Work EnviroBuild LLC	43,547.13
2025-00000318	Water Dept Facilities Master Plan & Extension of Staff Funding Hale Innovation LLC	51,877.50
2025-00000320	Replacement Pump for LS 113 BARNEY'S PUMPS, INC.	19,598.00
2025-00000322	3rd Street Water Treatment Plant Emergency Generator JONES EDMUNDS & ASSOCIATES, INC.	12,217.60
2025-00000324	Library furniture via piggyback on ITB2204110 LIBRARY INTERIORS OF FL, INC.	76,750.92
2025-00000333	Lake Maude Nature Park Restoration Clearing Work APPLIED AQUATIC MANAGEMENT, INC.	43,850.00
2025-00000335	Purchase of Materials/Fittings for Eight (8) In-House LS Rehabs FERGUSON ENTERPRISES, INC. #044	18,199.08
2025-00000336	Fieldhouse HVAC Service 1 Year Agreement Engineered Cooling Service LLC	36,000.00
2025-00000337	Replacement Pump for LS 195 XYLEM WATER SOLUTIONS U.S.A., INC.	22,303.80
2025-00000338	Wetland Property Survey (Located: Hwy 17N & US 92W) Pennoni Associates Inc.	19,600.00
2025-00000339	Public Rights-of-Way, Parks & Trails- 2 Year Contract ESB Light LLC	370,640.00
2025-00000340	Public Rights-of-Way, Parks & Trails- 2 Year Contract STAG Industries, LLC	161,930.00
2025-00000341	Fleet Division Overhead Airline Replacement	48,995.00

	Napa Auto Parts	
2025-00000343	Replacement Pumps for LS 120/LS 179/LS 152 & Repair Spare XYLEM WATER SOLUTIONS U.S.A., INC.	72,470.99
2025-00000344	Lake Elbert Trail Project Big Bellies Trash Cans Big Belly Solar LLC	26,443.00
2025-00000345	Lake Elbert Mid Block Pedestrian Solar Push Button Assemblies TEMPLE, INC.	49,760.00
2025-00000346	Construction Administration Assistance for LS 119 Reconstruction Carter and Kaye Engineering, LLC	14,533.75
2025-00000347	Emergency PO for Hydraulic Fluid clean up services A-C-T Environmental	10,984.94
2025-00000348	Materials/Fittings for Reclaim Bypass to WWTP #2-PH II & III FERGUSON ENTERPRISES, INC. #044	220,354.85
2025-00000349	AMI Infrastructure Installation Services per ITB 25-31 (Re-Bid) Tower Systems, Inc.	234,177.44
2025-00000350	Utility Extensions to WH Water Admin Building per ITB 25-32 TUCKER PAVING, INC.	1,107,737.73
2025-00000351	Logistics Parkway Extension, Roadway & Utility Construction KIMLEY-HORN AND ASSOCIATES, INC.	248,764.65
2025-00000352	City Wide Pressure Washing Kept Companies, Inc.	11,815.00
2025-00000354	Hale Innovation Grant Funding Services Hale Innovation LLC	20,000.00
2025-00000357	Purchase fitness equipment for WHRCC Fitrev Inc.	134,869.95
2025-00000358	Purchase artificial turf materials Challenger Turf, Inc.	121,384.50
2025-00000359	Repairs to Inwood and 3rd St Water Treatment Plants EVERETT WHITEHEAD & SON, INC.	15,749.00
2025-00000360	UKG READY TIME & UKG READY HR Subscription Bundle Kronos SaaShr, Inc.	71,554.32
2025-00000361	Airport Master Plan Update HANSON PROFESSIONAL SERVICES, INC.	652,053.00
2025-00000362	Airport Backup Generators Installation and Beacon Replacement Comp Environmental, Inc.	435,200.00
2025-00000366	Phase One DiamondPlex Softball Improvements EVERETT WHITEHEAD & SON, INC.	937,858.25
2025-00000367	Phase One Pickleball Complex EVERETT WHITEHEAD & SON, INC.	100,000.00
2025-00000369	Managed Aquifer Recharge Well at Bradco Southeast Drilling Services Inc.	4,498,200.00
2025-00000371	FDEP Permit Modification & Technical Specification Services JONES EDMUNDS & ASSOCIATES, INC.	49,500.00
2025-00000373	RDK Truck Rentals for Residential RDK Assets LLC	34,000.00
2025-00000375	Rueben Williams Commercial Fence EnviroBuild LLC	24,279.00
2025-00000376	Grounds Renovation to Reuse and Irrigation EnviroBuild LLC	31,579.00
2025-00000377	Garden Center Kitchen Renovation EVERETT WHITEHEAD & SON, INC.	30,885.00
2025-00000378	Nora Mayo Hall Lobby-Restroom Enhancements EVERETT WHITEHEAD & SON, INC.	21,644.00
2025-00000379	Sertoma Football Storage Shed EVERETT WHITEHEAD & SON, INC.	156,184.00

2025-00000382	Disaster Consulting Services Disaster Program & Operations, Inc.	46,550.00
2025-00000383	FY24/25 Double Microsurfacing Asphalt Paving Systems, Inc.	665,231.78
2025-00000384	Logistics Parkway/Pollard Rd. Extension -Phase 1 Construction TUCKER PAVING, INC.	1,000,000.00
2025-00000385	Motor Pool Road Improvements EVERETT WHITEHEAD & SON, INC.	3,104,031.00
2025-00000386	S.Lake Howard Nature Park Expansion EVERETT WHITEHEAD & SON, INC.	2,970,474.00
	Total Purchase Orders	$58,118,080.31

Number of Purchase Orders: 214

DATE: November 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Ordinance O-25-42 - Amending O-24-44 (Fiscal Year 2024-2025) appropriating funds for Fiscal Year ending September 30, 2025

BACKGROUND

Pursuant to F.S. 166.241, the City may amend its budget within 60 days of the fiscal year-end. As part of review for fiscal year 2024-2025, staff evaluated project expenditures to ensure adequate budget authorization existed within the fiscal year in which the costs were incurred. During this process, it was determined that several projects required budget adjustments to fully fund expenditures.

These amendments (Exhibit A) are necessary to align budgetary expenditures with actual activity and to maintain compliance with Government Accounting Standards Board (GASB) requirements and the City's financial policies. These changes correct budgetary shortfalls identified during the year-end closeout process and ensure the City's records accurately reflect authorized and expended funds.

FINANCIAL IMPACT

All budget amendments pertain to the prior fiscal year and are limited to the reallocation of existing resources within and between funds. No new or additional funding is required, and there is no financial impact to the current fiscal year's operations. In accordance with Section 166.041 4 (c) of the Florida Statutes as Ordinance O-25-42 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.1 – Enhance fiscal communication via implementation and distribution of a Budget Book, Budget in Brief, Popular Annual Financial Report

RECOMMENDATION

Staff recommends passage of Ordinance O-25-42 which authorizes and approves the subject budget amendments to the prior fiscal year budget to ensure compliance with financial reporting requirements and to accurately reflect project expenditures completed within fiscal year 2024-2025.

ATTACHMENTS

- Ordinance O-25-42
- Exhibit A

ORDINANCE NO. O-25-42

AN ORDINANCE AMENDING ORDINANCE NO. O-24-44 APPROPRIATION OF FUNDS FOR DEFRAYING THE EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2024; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates; and

WHEREAS, departmental budgets shall not exceed their appropriations;

WHEREAS, Florida Statutes 166.241, provides that the City Commission may amend its budget by ordinance to appropriate and expend funds within the City's approved budget; and

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

1. The budget for the City of Winter Haven for the fiscal year 2024-25 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect budgetary expenditures with actual activity.

2. This Ordinance shall take effect immediately upon its passage.

INTRODUCED on first reading this 24th day of November 2025.

PASSED on second reading this 8th day of December 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

EXHIBIT A TO ORDINANCE O-25-42
BUDGET AMENDMENTS FOR FY 2024-2025

			Budget	
			Expenditure	**Revenue**
1	**Transfer Logistics Parkway from W&S to Transportation Fund**			
	Transportation Fund			
	301.80.205.6301.GEN.2612	Transportation Fund - Logistics Parkway	1,000,000	
	301.381000.402	Transfer from W&S - Revenue		1,000,000
	W&S Fund			
	402.08.316.6301	Other Capital Projects	(1,000,000)	
	402.80-969-9159	Transfer to Transportation Fund	1,000,000	

The City Commission approved the Logistics Parkway Extension Phase 1 project and awarded the construction contract to Tucker Paving on September 10, 2025. The FY 2024-2025 budget includes funding for the utility construction component within the Utility Fund – Wastewater Treatment Plant #3. To consolidate all project-related costs within a single fund, it is requested that the Utility funds be transferred to the Transportation Fund.

2	**South Lake Howard Nature Park**			
	Stormwater Fund			
	404.08.300.6313	Stormwater SLHNP Exp	1,360,905	
	404.381000.114	Transfer from Impact Fee Fund Revenue		1,090,695
	404.381000.001	Transfer from General Fund CSX Contribution Funds		200,000
	404.381000.001	Transfer from General Fund Sidewalk		70,210
		Total Budget Amend	1,360,905	1,360,905
	Impact Fee Fund			
	114.80.960.9111	Impact Fee Fund Parks & Rec xfer Stormwater	1,090,695	
	General Fund			
	001.80.928.9111	Transfer to Stormwater - CSX Contribution	200,000	
	001.80.928.9111	Transfer to Stormwater - In Lieu of Sidewalk Fees	70,210	

On August 14, 2025, the City Commission approved the Guaranteed Maximum Price Amendment with Whitehead Construction for the South Lake Howard Nature Park (SLHNP) Expansion – Phase II. To ensure proper funding and consolidate all project costs within a single fund, a budget amendment transferring funds from the Impact Fee Fund and General Fund to the Stormwater Fund is requested.

3 Motor Pool Project Amendment 1

Transportation Fund			
301.80.205.6301	Motor Pool Road Project	1,299,116	
301.80.205.4605	Reclass for TIP account		300,000
301.381000.404	Transfer from Stormwater		424,116
301.381000.114	Transfer from Park Impact Fee Fund		200,000
301.381000.001	Transfer from General Fund - Streets sidewalks		50,000
301.381000.001	Transfer from General Fund - traffic materials		50,000
301.381000.001	Transfer from General Fund -Contractual Services		138,816
301.381000.001	Transfer from General Fund -Contractual Services		61,184
301.381000.406	Transfer from Dark Fiber Fund		75,000
		1,299,116	1,299,116
Stormwater			
404.80.969.9159	Transfer to Transportation Fund	424,116	
Impact Fee Fund			
114.80.960.9159	Transfer to Transportation Fund - Parks & Rec Fees	200,000	
General Fund - Streets			
001.80.928.9159	Streets Transfer to Transportation Fund	300,000	
001.09.401.5300	Streets - Sidewalks	(50,000)	
001.09.401.5303	Streets - Traffic Materials	(50,000)	
001.09.401.3404	Streets - Contractual Services	(138,816)	
001.09.401.6312	Streets - Signal and Lighting	(61,184)	
Dark Fiber			
406.80.971.9159	Transfer to Transportation Fund	75,000	
406.80.971.6301	Dark Fiber Other Capital Projects	(75,000)	

On August 14, 2025, the City Commission approved the Guaranteed Maximum Price Amendment with Whitehead Construction for the Motor Pool Road Corridor Pedestrian and Vehicular Improvements project. To consolidate project costs within a single fund, and expedite the purchase order process, a budget amendment is requested to transfer various funding sources to the Transportation Fund.

4 Lake Elbert Crosswalk Beacons

Construction Fund			
306.80.413.6239	Lake Elbert Connections Trail	49,760	
306.38100.114	Transfer From Impact Fee Fund		49,760
Impact Fee Fund			
114-80-960-9196	Transfer to Construction Fund	49,760	

Lake Elbert Trail is a new loop around Lake Elbert. To enhance the safety and access to the trail facility and associated park amenities located along the Trail, the City installed solar power, pedestrian push button rapid fire beacon lights. To consolidate project-related costs within a single fund, it is requested that budgeted Impact Fee funds be transferred to the Construction Fund to support the acquisition and installation of beacon lights.

5 WHRCC Mabe AV

Construction Fund

306.80.413.6225	WHRCC Improvements	100,000	
306.381000.109	Transfer from Florence Villa CRA		100,000

Florence Villa CRA

109.80.958.9196	Transfer to Construction Fund	100,000	
109.10.214.6301	Other Capital Improvements	(100,000)	

The Florence Villa CRA provided funding to upgrade the audio, video, and lighting services for the new WHRCC facility. The budget amendment reflects the appropriate funding.

DATE: November 13, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Katrina Hill, Director of Public Affairs & Communication
Alex Santiago, Grant & Aid Application Review Committee Chairman

SUBJECT: Grant & Aid Review Committee (GAARC) Appointment of New Member and Procedural Recommendations for FY27 Cycle

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BACKGROUND

The City of Winter Haven has had an historic practice of providing funds to help subsidize not-for-profit agencies providing services which have a positive impact on local citizens and businesses. Agencies receiving such financial support have worked to help further the mission, goals, and objectives of the City, and/or provided services that were significant to the community but not within the normal services provided by the City (e.g., housing support, feeding programs, mental health counseling, etc.) Over time, this funding initiative came to be known as the Not-For-Profit Grant & Aid Program, and was accounted for within the General Fund annual budget.

On May 9, 2022, the City Commission passed Resolution R-22-19, officially establishing the Grant & Aid Application Review Committee (GAARC). This committee evaluates the applications and provides a recommendation to the City Commission specific to the external not-for-profit agencies seeking Grant & Aid Funding.

On September 22, 2025, the City Commission passed Resolution R-25-48 to further define the GAARC structure and role. Included in this Resolution was a requirement that committee vacancies be advertised by the City Clerk for application, reviewed by the City Manager or his designee to make a recommendation to the City Commission for appointments. One vacancy on the committee currently exists and six applications were submitted for consideration as follows:

- Berry, David
- Boyd, Ayesha
- Brown, Shawntise
- Gordon, Glenn
- Keith, Tabitha
- Samuels, Christine

All six applications were reviewed by the City Manager. In addition, the City Manager solicited feedback from the current members of the GAARC. After careful review and consideration, David Berry's application is being recommended for the City Commission's consideration of appointment. In addition to 30 years of non-profit experience and 21 years serving vulnerable populations in Winter Haven, Mr. Berry also pledged that if appointed to serve on the GAARC, The Mission of Winter Haven (of which he is affiliated) will not apply for grant funding allowing him to avoid any real or perceived conflicts of interest.

In addition, on November 6, 2025, the GAARC met to review the FY26 process, review recommendations and guidance from the City Attorney, and discuss potential refinements to further improve the Grant & Aid Process in the next cycle.

Refinements to the process recommended by the GAARC for implementation for the FY 2026/2027 application cycle include the following:

- Require non-profit agencies to have been in operation and providing services to Winter Haven residents a minimum of two years at the time of application to be eligible to receive grant funding.
- Expand reporting requirements to include mandatory proof of funds spent via sufficient documentation such as accounting reports.
- Require all submitted reporting documents to be witnessed and notarized.
- Implement an "agency representative" system for all public meetings of the GAARC. Applying agencies will be required to designate a single representative who can speak on their behalf. The representative will sign in before the beginning of the meeting, allowing the chair to call upon them should the committee request any points of clarification from the applicant.

FINANCIAL IMPACT

There is no financial impact for this item.

STRATEGIC PLAN ALIGNMENT

- This is a routine activity associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Quality of Life and Economic Sustainability Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission consider appointment of Mr. David Berry to the Grant & Aid Application Review Committee, and accept the recommendations of the Grant & Aid Application Review Committee with respect to the process refinements for Fiscal Year 2026/2027.

ATTACHMENT

- Grant & Aid Application Review Committee (GAARC) November 6, 2025 Meeting Minutes
- Application pool for Grant & Aid Committee

Grant & Aid Application Review Committee (GAARC)
GAARC Fall Meeting Minutes
Thursday, November 6, 2025 at 2 p.m.
City Hall – John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. CALL TO ORDER – Chair Santiago called the meeting to order at 2:03 p.m.

2. ROLL CALL – Director of Public Affairs & Communication Katrina Hill

Committee Members Present – Mr. Alex Santiago, Ms. Tina Summerlin, Minister Abdurrahim Al-Khatib, and Ms. Melinda Kalogridis.

Staff / Ex-Officio Present – City Manager T. Michael Stavres, City Attorney John Murphy, Assistant City Attorney Drew Crawford, Director of Public Affairs & Communication Katrina Hill, Assistant Department Director of Economic Opportunity & Community Investment Cedric Cox, Procurement Manager Bethany Owen, and Communications Assistant Maggie Giles. Budget & Management Officer Allen Weeks was not present.

3. REVIEW OF RESOLUTION R-25-48 – Director of Public Affairs & Communication Katrina Hill

Hill provided background information on Resolution R-25-48.

Resolution R-25-48 updates the following elements of the Grant and Aid Application Review Committee:

- Removes specific committee-member names from the resolution.
- Requires committee vacancies to be advertised by the City Clerk for applications. Applicants will be reviewed by the City Manager or his designee, staff will make a recommendation to the City Commission, and appointments will be made by vote of the City Commission.
- Text has been updated from the original Resolution to convey annual meeting timeframes instead of specific dates.
- The original Resolution listed three specific staff member titles as ex-officio members. Due to changing organizational structure, title changes, and personnel changes, Resolution R-25-48 provisions allow the City Manager to appoint up to three ex-officio members annually.

Stavres and Murphy added that the resolution helps maintain clarity within the committee's structure.

Hill will follow up with GAARC members regarding their appointment years and remaining term lengths.

Kalogridis suggested the committee consider implementing a six-year term limit for members. Stavres mentioned the reappointment and reapplication process as a possible approach.

4. UPDATE ON VACANT SEAT – Director of Public Affairs & Communication Katrina Hill

Hill provided an update that six applications were received for the committee's vacant seat.

Stavres explained that the applicants went through the standard committee application process. He identified two individuals for consideration and requested feedback from the committee. Discussion followed regarding the applicants.

Stavres noted that all six applications will be presented to the City Commission, but he will recommend two applicants for the City Commission to consider, and the Commission will appoint one of them to the vacant seat.

5. REVIEW OF LEGAL GUIDANCE – City Attorney John Murphy

Murphy informed the committee that members are encouraged to review the memorandum from Boswell & Dunlap LLP dated August 1, 2025, regarding ethics and conflicts of interest.

Stavres recommended that committee members complete Sunshine Law training annually. Hill will begin bringing Form 8B to GAARC meetings so members can complete the form when disclosing affiliations with nonprofit organizations.

Murphy provided practical guidance, advising members not to engage in discussion unless it pertains to factual information after disclosing a conflict and to refrain from advocacy. Stavres emphasized the importance of disclosing first, then refraining from discussion and abstaining from voting on matters related to a nonprofit with which a committee member is affiliated.

6. DISCUSSION OF POTENTIAL PROCESS CHANGE RECOMMENDATIONS – Chair Santiago

- Require non-profit agency to have been in operation in Winter Haven a minimum of two years at the time of application to be eligible.

  Hill provided background information on the proposed change to require nonprofit agencies to have been in operation in Winter Haven for a minimum of two years at the time of application to be eligible.

  Stavres recommended revising the language to state, "Require nonprofit agencies to have been providing services to Winter Haven residents for a minimum of two years at the time of application to be eligible."

- Agency sign-in sheet to allow the chair to call a representative to answer questions during committee meetings.

  Hill provided background information on the proposed use of an agency sign-in sheet to maintain order during meetings and ensure that only designated representatives respond to committee questions. She explained that representatives would attend meetings strictly to answer questions from the committee.

  Hill stated that applicants will be informed during training sessions that only representatives who sign in at the meeting may answer the committee's questions.

  Stavres added that the guideline will clarify that representatives are present to answer questions, not to give presentations.

- Any additional recommendations proposed by the committee.

  - Kalogridis suggested adding a requirement for agencies to provide proof that awarded funds were spent appropriately. She recommended including this documentation in both the six-month and twelve-month reports to show how funds received by applicants were used.

    Stavres added that agencies should submit sufficient documentation to demonstrate how funds were spent and recommended that the documents be notarized. He also proposed including a statement attesting that the submitted information is true and accurate, with City Attorney John Murphy assisting in drafting the appropriate language.

  - Stavres recommended to Chair Santiago that committee leadership reinforce meeting decorum by recognizing members before they speak to avoid overlapping discussion. Stavres also suggested that the chair formally call upon and recognize audience members or agency representatives before they address the committee, to promote structure and formality during meetings.

  - Hill stated that she will email committee members the dates of the upcoming training sessions so that some members may attend each session. She will also share the date of the November 28 City Commission meeting for members who wish to attend.

7. ADJOURNMENT – Chair Santiago adjourned the meeting at 3:33 p.m.

Respectfully Submitted: Maggie Giles

ATTEST

Katrina Hill
Public Affairs & Communication Director

CITY OF WINTER HAVEN, FLORIDA

T. Michael Stavres, ICMA-CM
City Manager

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Grant and Aid Committee

2) _____

3) _____

Name: Berry (Last) David (First) Theo (Middle)

Address: (Home) 252 Santa Rosa Drive Winter Haven 33884

(Mailing) _____

(Office) 180 E. Central Ave Winter Haven 33880

Phone: (Home/Cell) 8632876628 (Office) 8632992348

(Email) David@themissionwh.com (Fax) _____

Employer: The Mission of Winter Haven

Position: Executive Director Years/Months: 21 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ●
Have you ever served on a City Board/Committee?	Yes ☐	No ●

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee?	Yes ☐	No ●
How long have you lived in Winter Haven?	Years/Months: 21 years	

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I've spent the past 30 years working in nonprofit sector, I know the importance of securing funding through grants and community support. I also believe that there needs to be accountability and a proper structure in place when screening applicants. I feel my expertise in the field with lend to my city that I believe in; as well as, helping nonprofits applying for funding do so in the right way to maintain integrity and accountability. I have been waiting for a position to serve in this committee to open up for some time now.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I have worked in the nonprofit sector for the past 30 years. I have served as Executive Director of a nonprofit in the downtown Winter Haven area for the past 21 years. I am a certified nonprofit board consultant, I also hold the highest national certification as an Advanced Certified Nonprofit Professional (ACNP), Certified Nonprofit Accounting Professional (CNAP), and credentialed as an executive and nonprofit coach.

I have been through the Grant And Aid process during my time serving as the Executive Director of The Mission of Winter Haven, and I am willing to step back from applying for funding in order to help the committee develop in it's scope and screening abilities; in addition, helping nonprofits grow in this great community.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

I have applied independently for grant funding over the past two years. However, I have made the decision that, if I am accepted to serve on the committee, The Mission of Winter Haven will not apply for grant funding. This ensures that there are no potential conflicts of interest.

REFERENCES:

Name	Address	Phone
Alex Santiago	810 N Lake Eloise Drive Winter Haven	(863) 651-3000
Katrina Hill	525 Josh Reynolds Rd. Lakeland 33801	(863) 221-2290
Chad Barron	Melissa Trail Auburndale Florida 33823	(863) 582-9675
Brian Yates	1111 Interlochen Blvd Winter Haven, 33884	(863) 521-2355

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 9/29/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

REC'D WH CITY CLERK OF
OCT 16 '25 AM 11:13

WINTER HAVEN

The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Grant + Ride Committee

2) _____

3) _____

Name: Samuel Christine
(Last) (First) (Middle)

Address: (Home) 7205 Summit Place Winter Haven, FL 33884

(Mailing) Same

(Office) —

Phone: (Home/Cell) 863-604-6542 (Office) —

(Email) Christiesamuel55@yahoo.com (Fax) —

Employer: Retired - City of Winter Haven

Position: _____ Years/Months: _____

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☑	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☑	No ☐

- If yes, when and which Board(s)/Committee(s)? Police Pension Bd
Grant + Ride Committee

Are you a City employee?	Yes ☐	No ☑

How long have you lived in Winter Haven? Years/Months: 19 years + 4 months

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I Am Currently retired. I have Always been involved in serving my Community And I would love to Continue to serve.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment? I have served on this Committee before when I was employed with the City of Winter Haven. I Am very familar with the process And the Purpose of this Committee. I believe I would be An Asset to this Committee.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?: I have no Conflicts that would prevent me from being objective in rendering service on this Committee And the Community at large.

REFERENCES:

Name	Address	Phone
Byron McKenzie	620 Walnut St Auburndale FL	863-595-6875
Lyla Burns	2220 Lucerne Rd Winter Haven FL	863-206-3143
Johnnie McNair	2872 Barton PL Bartow, FL	863-860-6151

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × [signature] ***Date*** 10/16/25

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC , City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 • 451 Third St., NW, Winter Haven, FL 33881
Office: 863-291-5627 • Fax: 863-298-5263
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) GRANT AND AID APPLICATION REVIEW

2) _____

3) _____

Name: Keith Tabitha _____
(Last) (First) (Middle)

Address: (Home) 3321 Queens Cove Loop Winter Haven, FL 33880

(Mailing) _____

(Office) 1951 8th St NW, Suite 100 Winter Haven, FL 33881

Phone: (Home/Cell) 863-356-2145 (Office) 863-291-6270

(Email) tabitha@heart4wh.org (Fax) _____

Employer: Heart for Winter Haven

Position: Director of Programs Years/Months: 5 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ●	No ☐
Have you ever served on a City Board/Committee?	Yes ●	No ☐
• If yes, when and which Board(s)/Committee(s)?	AHAC	
Are you a City employee?	Yes ☐	No ●
How long have you lived in Winter Haven?	Years/Months: 25 Years	

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I would be honored to serve on the Grant and Aid Application Review Committee because I believe strongly in strengthening the partnerships between the City of Winter Haven and local nonprofit organizations. In my role as Director of Programs at Heart for Winter Haven, I have managed more than five million dollars in federal and local funding, ensuring that resources are used responsibly and tied to measurable outcomes. This experience has shown me how essential it is for limited funds to be invested wisely and equitably to create lasting impact. Serving on this committee would allow me to contribute that perspective to help guide decisions that support both accountability and the flourishing of our community.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

As the Director of Programs at Heart for Winter Haven, I oversee a range of community initiatives including Faith & Finances, Jobs for Life, Elevate mental health and well-being workshops, and transitional housing. My work involves program evaluation, grant management, and outcome reporting, giving me practical experience with how funding translates into measurable impact. As part of the leadership team, I am responsible for program growth, donor engagement, and staff development. I also serve as a Lead Facilitator with the Chalmers Center, equipping organizations nationwide to deliver financial literacy programs. These experiences have given me a comprehensive understanding of nonprofit operations, the importance of city investments in capacity building, and the ability to evaluate proposals with fairness and attention to both measurable outcomes and community need.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

Heart for Winter Haven is a current recipient of City of Winter Haven Grant & Aid funding. This represents a potential conflict of interest. However, I am committed to maintaining integrity and objectivity in this role. I would recuse myself from any scoring or decision-making regarding Heart for Winter Haven's application, or any situation where my involvement could present a conflict. I believe my broader experience with nonprofit program management still allows me to offer valuable perspective to the committee while honoring ethical standards.

REFERENCES:

Name	Address	Phone
Brad Beatty	137 Lake Otis Rd	830-591-7735
Janet Turley	706 Adams Ave	863-224-0237
Darian Henne	2109 9th St SE	407-415-8440
Jonathan Winfree	56 Lake Link Cir SE	863-605-2363

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 9/25/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION

TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
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BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired:
1) Library Board
2) Grants and aids application review committee
3) CAAC

Name: Brown (Last) Shawntise (First) (Middle)

Address: (Home) 233 24 TH CT SW Winter Haven, FL 33880
(Mailing) _____
(Office) _____

Phone: (Home/Cell) (863)845-8946 (Office) _____
(Email) _____ (Fax) _____

Employer: SFSC

Position: office Assistant Years/Months: 2 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ☐	No ●
Are you currently serving on a City Board/Committee?	Yes ●	No ☐
Have you ever served on a City Board/Committee?	Yes ●	No ☐
• If yes, when and which Board(s)/Committee(s)?	Juneteenth Committe MLK Committee	
Are you a City employee?	Yes ☐	No ●
How long have you lived in Winter Haven?	Years/Months: 17 years	

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I would like to join the library board because I am passionate about the power of knowledge. Reading being fundamental is something that I preach and live by. I am still an avid library card holder and enjoy visiting libraries around the county in my spare time, I know the importance that the library holds as a resource in the community and would enjoy nothing more than being a part of keeping that movement. I would like to join the grants and aid committee and the CAAC because I am an humanitarian at heart and would enjoy to be a part of the continuance and change in our community. Also, I can relate and identify with some of the issue and resolutions that may be presented in either group.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I am a Polk County native that has visited several libraries in the county. As well I have a passion for knowledge as I am a life long learner thus far. I have been a part of two committees in the past year. As well I am board member for a non profit in Polk Cunty. I have the heart to help and would like to expand in those areas as much possible.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

N/A

REFERENCES:

Name	Address	Phone
Felicia Dozier	Avon Park	863 214 5150
Andy Polk	Avon Park	863 528 2355
Lisa D.	Avon Park	863 453 6661

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1). Signature required if NOT submitting electronically: × _____ ***Date*** 01/03/2025

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BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1)_____

2)_____

3)_____

Name: Gardone (Last) Glenn (First) James (Middle)

Address: (Home) 2907 Carroll Lane Winter Haven, FL 33880

(Mailing)_____

(Office)_____

Phone: (Home/Cell) 484-252-1505 (Office)_____

(Email) glenngardone@yahoo.com (Fax)_____

Employer: Chocolette Distribution LLC

Position: President Years/Months: 6 yrs 4 mths

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☑	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☐	No ☑

- If yes, when and which Board(s)/Committee(s)? _____

_____

Are you a City employee? Yes ☐ No ☑

How long have you lived in Winter Haven? Years/Months: 1 yr, 2 mths

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I am interested in serving on the Grant and Aid Committee because I am dedicated to ensuring that resources are allocated in ways that truly benefit and strengthen our community. In my current role as HOA President, I have gained valuable experience in balancing diverse needs, managing funds responsibly, and fostering collaboration among residents. In addition, I lead a company that operates in 28 countries, which has given me extensive experience in strategic decision-making, fiscal accountability, and evaluating initiatives with both short- and long-term impact in mind. I believe these skills, combined with my commitment to our town, would allow me to make thoughtful, fair, and effective contributions as a member of the committee.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I am excited about the opportunity to join the committee responsible for reviewing Grant & Aid applications, as it represents a meaningful intersection of my professional expertise, global perspective, and commitment to local community impact. With a background in finance and as a leader of a company operating in 28 countries, I bring a strategic, data-informed approach to evaluating organizational sustainability, budgeting, and long-term impact. My international experience has given me a deep appreciation for the diverse ways nonprofits address complex challenges across cultures and regions, and I understand the importance of thoughtful resource allocation in maximizing impact.
At the same time, my role as current HOA president has grounded me in the importance of grassroots engagement and responsible stewardship at the local level. I've seen firsthand how effective leadership and equitable decision-making can shape stronger, more connected communities. Serving on this board would allow me to bring both a global lens and a local heart to the grant review process, ensuring funds

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

None.

REFERENCES:

Name	Address	Phone
Sharon Taylor	151 Philips Road Exton, PA	484-252-1505
Kathryn Kennedy		623-695-1735

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1). Signature required if NOT submitting electronically: × _____ ***Date*** _____

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BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) GRANT AND AID APPLICATION REVIEW

2) _____

3) _____

Name: Boyd (Last) Ayesha (First) _____ (Middle)

Address: (Home) 756 Overlook Grove Dr., Winter Haven, FL 33884

(Mailing) 756 Overlook Grove Dr., Winter Haven, FL 33884

(Office) 716 E. Bella Vista St., Lakeland, FL 33805

Phone: (Home/Cell) (863) 224-5501 (Office) (863) 683-6504

(Email) ayesha1.boyd@gmail.com (Fax) _____

Employer: Achievement Academy

Position: Teacher Years/Months: 3 months

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☑	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☐	No ☑

- If yes, when and which Board(s)/Committee(s)? _____

_____

Are you a City employee? Yes ☐ No ☑

How long have you lived in Winter Haven? Years/Months: _____

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I want to serve on a city board because I care deeply about the future of our community. This is home for me—where I live, work, and invest my energy in helping others grow. As an educator, small business owner, and community advocate, I've seen firsthand how collaboration and compassion can spark real change.

I'm passionate about creating spaces where families feel supported, professionals feel connected, and young people see opportunity. Serving on a board would give me a chance to use what I've learned in education, behavioral wellness, and community work to help shape decisions that truly reflect who we are as a city. I believe in leading with both head and heart—and I want to be part of building an inclusive,

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I've spent my career creating spaces where people can learn, grow, and belong. As an educator, small business owner, and community leader, I've worked with families, organizations, and local partners to design programs that make a real difference in people's lives. Those experiences have taught me the value of collaboration, accountability, and the impact that thoughtful leadership can have on a community.

I bring a strong background in education, program development, and community engagement, along with a deep commitment to equity and inclusion. I understand how important it is for decisions—especially those involving public resources—to be made with care, transparency, and heart.

I'm eager to serve on a city board or committee because I believe that when we listen, work together, and lead with purpose, we create lasting change for everyone who calls our city home.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

No, I don't have any conflicts that would affect my ability to make fair or objective decisions. I take integrity seriously and believe in being transparent and thoughtful in any role I serve. My only goal is to support what's best for the community and ensure that decisions are made with fairness, respect, and accountability.

REFERENCES:

Name	Address	Phone
Elizabeth Gunter		(863) 287-1148
Charlene Wright		(863) 292-1799
Claudette Garcon		(863) 594-6496

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1). Signature required if NOT submitting electronically: × _____ ***Date*** 10/20/2025

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The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: November 13, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

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BACKGROUND

On October 13, 2025 the City of Winter Haven received an unsolicited proposal from Six/Ten, LLC (Unsolicited Proposer) for the construction of a 292-space parking structure at the northeast corner of 3rd Street SW and Ave C SW in downtown Winter Haven.

Section 255.065 of the Florida Statutes (P3 Statute) governs public private partnerships, and the process by which unsolicited proposals are received, as a means by which public entities can deliver projects that serve a public benefit in a more time efficient and cost-effective manner. The construction and conveyance of a public parking structure is a "qualifying project", as defined by the aforementioned P3 Statute. Concurrent with the submittal of the unsolicited proposal, the applicant provided a $25,000 application fee, as provided for in the aforementioned P3 Statute, to cover the City's costs associated with review of the proposal and subsequent construction plans, as well as associated construction inspection services, and other related costs.

The unsolicited proposal details, in general, the Unsolicited Proposer's intent to design, construct, and deliver the completed parking structure to the City. The 4-story parking structure is proposed to be constructed on property currently owned by Urban Action, LLC, of which, the Unsolicited Proposer is a 50% owner. The Unsolicited Proposer will demonstrate control of the real property by entering into a Development Agreement with Urban Action, LLC.

The P3 Statutes requires that at this first "duly noticed public meeting" the unsolicited proposal be presented to the City Commission and that affected public entities and members of the public be given an opportunity to provide comments on the unsolicited proposal for the City Commission's consideration. In accordance with the P3 Statute, at a "second duly noticed public meeting" the City Commission will be afforded the opportunity to make certain findings in order to determine that the unsolicited proposal is in the public's interest. In making the public interest determination at this

"second duly noticed meeting", the City Commission must consider the following factors as set forth in the P3 Statute to wit:

1. The benefits to the public.
2. The financial structure of and the economic efficiencies achieved by the unsolicited proposal.
3. The qualifications and experience of the Unsolicited Proposer that submitted the unsolicited proposal and such entity's ability to perform the project.
4. The project's compatibility with regional infrastructure plans.
5. Any public comments submitted at the first meeting. In that regard the City Commission must provide a statement that explains why the unsolicited proposal should proceed and address such comments, if any.

At this "second duly noticed meeting" City Staff will prepare, in conjunction with the City Attorney, an appropriate Resolution for the City Commission's consideration and passage which will recite and contain the City Commission's findings based on each of the above factors and constitute a "Report" that includes the public interest determination and the factors considered in making such public interest determination. This Report must be published in the Florida Administrative Register for at least seven (7) days. The Resolution will also authorize the City Manager to negotiate a Comprehensive Agreement with the Unsolicited Proposer detailing the respective parties' rights and responsibilities to deliver the completed parking structure to the City for use by the general public and such a Comprehensive Agreement will be presented to the City Commission at a third duly noticed meeting for consideration and approval.

To assist with the review of the unsolicited proposal, City staff solicited an independent third-party review from Walker Consultants, a firm familiar with Winter Haven parking demand and infrastructure, pursuant to its completion of the Downtown Strategic Parking and Mobility Master Plan in July of 2022.

On November 5, 2025 Walker Consultants delivered their independent analysis of the unsolicited proposal, making the following findings:

- The proposed construction cost of $23,224 per space is below both the 2025 national median of $31,400 per space and the Tampa region median of $27,224 per space. This cost is within acceptable market parameters for a turnkey, fixed-price delivery parking structure. The proposed soft costs are 21% of the construction cost and are within acceptable market parameters of 15%-25%.
- The proposed cost of $2,000,000 for the land on which the garage will be constructed represents 20% of the overall project cost and increases the all-inclusive cost to $35,000 per space. The

proposed parking structure will occupy a portion of one parcel, leaving the parcel's existing building and some surface parking intact. Current Polk County appraised value for the entirety of the parcel is $3,319,331. Depending on whether the parcel is subdivided- and to what extent – prior to being sold to the City, the cost is likely within acceptable market parameters for purchase.

- The proposed parking structure provides a public benefit by creating additional parking space supply in a rapidly developing downtown area with significant current and planned growth. The parking structure would also serve as a City-owned infrastructure asset on a site previously identified in the 2022 Downtown Strategic Parking and Mobility Master Plan.

Staff's review of the unsolicited proposal, along with the Walker Consultant independent analysis of same, conclude that the proposal meets the requirements of the P3 Statute and that the construction and delivery of the parking structure, as proposed, serves a public need and benefit, defines the financial structure and economic efficiencies to be achieved, describes the entity's qualifications and experience, and demonstrates compatibility with regional infrastructure plans. Additionally, the P3 Statute's defined process will provide for public comment and for addressing same via two scheduled and duly noticed public meetings.

NOTIFICATION

All notification requirements for this request have been met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. However, should the City Commission accept the unsolicited proposal and enter into a Comprehensive Agreement with the proposer, the total anticipated cost for delivery of the 292 space parking structure is $10,217,496.

STRATEGIC PLAN ALIGNMENT

The construction of a structured parking facility is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Sustainability Strategic Pillars. Additionally, it is consistent with the findings and recommendations of the Downtown Strategic Parking and Mobility Master Plan completed in 2022.

RECOMMENDATION

Staff recommends the City Commission receive public comment with respect to the unsolicited proposal and schedule a second duly noticed public meeting for December 8, 2025 for further consideration as called for in the P3 Statute.

ATTACHMENTS

- Unsolicited Proposal (Six/Ten, LLC)
- Independent Analysis (Walker Consulting)
- 2022 Downtown Strategic Parking and Mobility Master Plan

City of Winter Haven

Unsolicited Proposal for a Qualifying Project
Submitted Pursuant to Fla. Stat. § 255.065

City Parking Garage

DATE: October 13th, 2025

Applicant: Six/Ten, LLC

Prepared By:

Jason Fracassa & Jacob Baker

Jfracassa@sixtenllc.com

(248) 202-4886

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G. Compliance Statement (Fla. Stat. § 255.065 (10)(b))

A. Application Overview

- In Fla. Stat. § 255.065 (2) (within the chapter dealing with public-private partnerships), the Florida legislature found that “There is a public need for timely and cost-effective acquisition, design [and] construction . . . of projects serving a public purpose.”

- The parking garage project described herein ("Project" or "Qualifying Project"), involving the construction and conveyance of a 292-space parking structure, is a qualifying project as defined in the statute described above. Fla. Stat. § 255.065 (1)(i)1 specifically includes a “vehicle parking facility” under the definition of qualifying project. The Project is hereby initiated as an Unsolicited Proposal for a Qualifying Project under § 255.065 Fla. Stat. (2025), and specifically under Fla Stat. § 255.065(3)(c) ("Proposal") in downtown Winter Haven, Florida. The Project will be developed by Six/Ten, LLC, a Florida limited liability company ("SixTen" or the "Private Entity“ or the “Developer”) on real property located at the northeast corner of Ave. C SW and 3rd Street SW in downtown Winter Haven, Florida (the "Proposed Garage Real Property"), which is presently owned by Urban Action, LLC, a Florida limited liability company ("Urban Action"). SixTen owns fifty percent of Urban Action.

- SixTen will enter into a development agreement with Urban Action (SixTen-Urban Action Development Agreement) in order to demonstrate control of the Proposed Garage Real Property and SixTen’s role and responsibility for completion of the project. SixTen will also enter into an agreement ("Comprehensive Agreement") with the City of Winter Haven, Florida (the "City" or "Responsibility Public Entity") in accordance with the provisions of Fla. Stat. § 255.065 (7), in order to advance the Project.

- SixTen will engage the General Contractor and Project Architects (each defined below), develop the Project on the Proposed Garage Real Property and, upon completion, will cause Urban Action to transfer the Project to the City, free and clear of lien or mortgage, in accordance with the terms described herein and in the Comprehensive Agreement.

To demonstrate compliance with § 255.065 Fla. Stat. (2025), the outline and flow of this Proposal follows the requirements related to unsolicited proposals under:

Fla. Stat. §§

255.065 (4)(a)-(f);

255.065(5)(e)1-3);

255.065 (3)(c)1-5;

255.065 (5)(a);

255.065 (5)(f); and

255.065 (10)(b)

B. Qualifying Project Proposal Requirements (Fla. Stat. § 255.065(4)(a)-(f))

An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible entity:

(a) **Project Description.** A description of the qualifying project, including the conceptual design of the facilities . . . and a schedule for the initiation and completion of the qualifying project.

(b) **Method of Acquiring Property Interest.** A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.

(c) **Financing Plans.** A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

(d) **Contact Person.** The name and address of a person who may be contacted for additional information concerning the proposal.

(e) **Fees and Payments.** The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

(f) **Additional Information.** Additional material or information that the responsible public entity reasonably requests.

Any pricing or financial terms included in an unsolicited proposal must be specific as to when the pricing or terms expire.

Project Description

- SixTen proposes to design, develop, and construct the Project, a new four-story, 292-space structured parking garage totaling approximately 96,000 square feet, on the Proposed Garage Real Property in the heart of Downtown Winter Haven, Florida. The Project will be delivered on a turnkey basis and purchased by the City at a fixed price upon completion. The Project includes comprehensive site development, full architectural and engineering design, pre-cast concrete construction, and compliance with all applicable permitting and regulatory standards.

- The design process will be conducted incorporating municipal code requirements, architectural guidelines, and planning principles to ensure that the Project complements the character, scale, and aesthetic vision of the downtown district. SixTen will work with the City's planning and development departments throughout the design phase to ensure alignment with the City's applicable zoning codes and adopted design intent documents. This will include attention to façade treatment, streetscape integration, pedestrian connectivity, and traffic flow — ensuring the Project enhances both functionality and the built environment.

- The parking garage Project will include enhancements such as LED lights, enclosed AC elevator lobby, fabricated aluminum awnings, decorative EFIS trim, and color brick façade. Developer will work with the City on suggestions to modify the enhancements, subject to cost considerations.

Project Description (cont.)

- To finance the Project, Urban Action, under the SixTen-Urban Action Development Agreement, will contribute its interest in the Proposed Garage Real Property, as Developer's equity contribution to the total Project cost. Developer will source a construction loan for up to 80% of the total Project cost, leveraging to fund construction while minimizing financial impact on the City. This blended financing strategy ensures Project execution while maintaining transparency and fiscal responsibility.

- The Project construction will be executed through a guaranteed maximum price (GMP) contract, significantly mitigating the risk of cost overruns and delays. To further protect Project delivery, the General Contractor will obtain builder's risk insurance compliant with all lender and regulatory requirements. The proposed schedule includes a 3-month design and procurement phase followed by a 7-month construction period, targeting a total delivery timeline of 10 months.

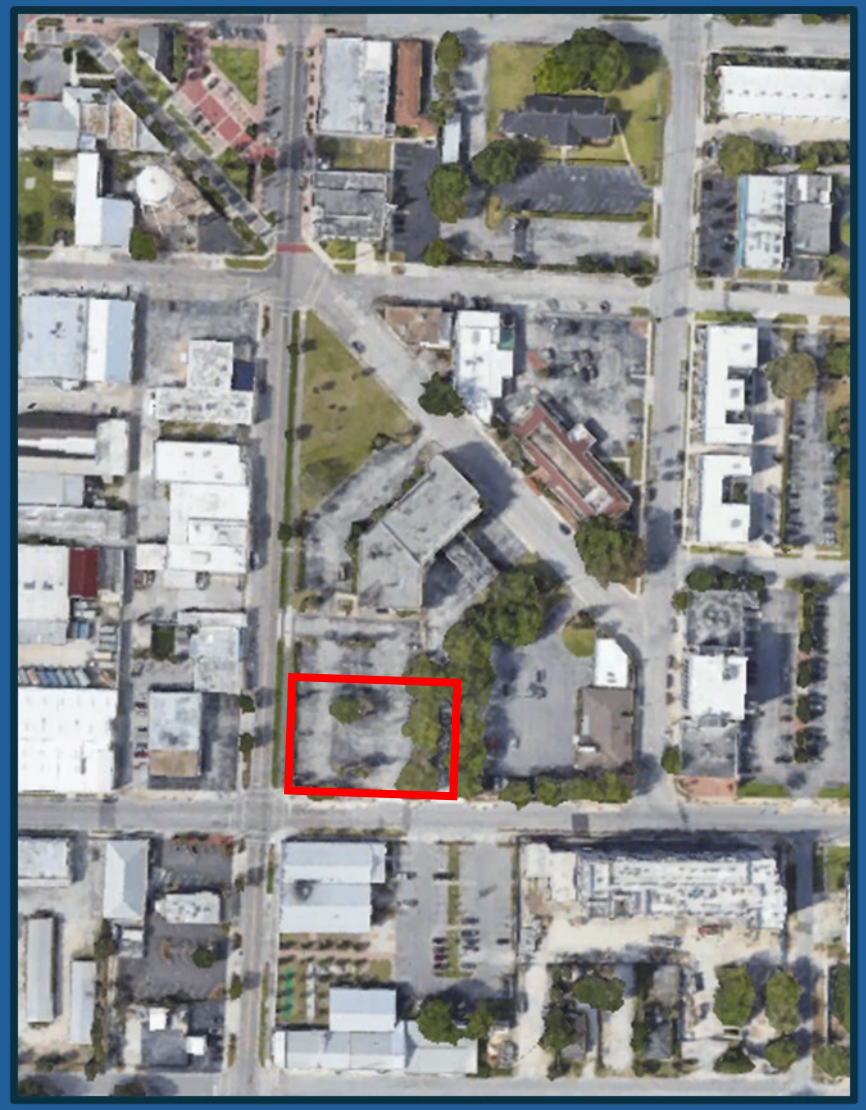
- This collaborative and comprehensive approach ensures the Project will meet the highest standards of performance, design, and civic value, while supporting Winter Haven's long-term vision for a vibrant, accessible, and economically resilient downtown.

Project Description (cont.)

Aerial Images

Project Description (cont.)

Parking Garage Renderings



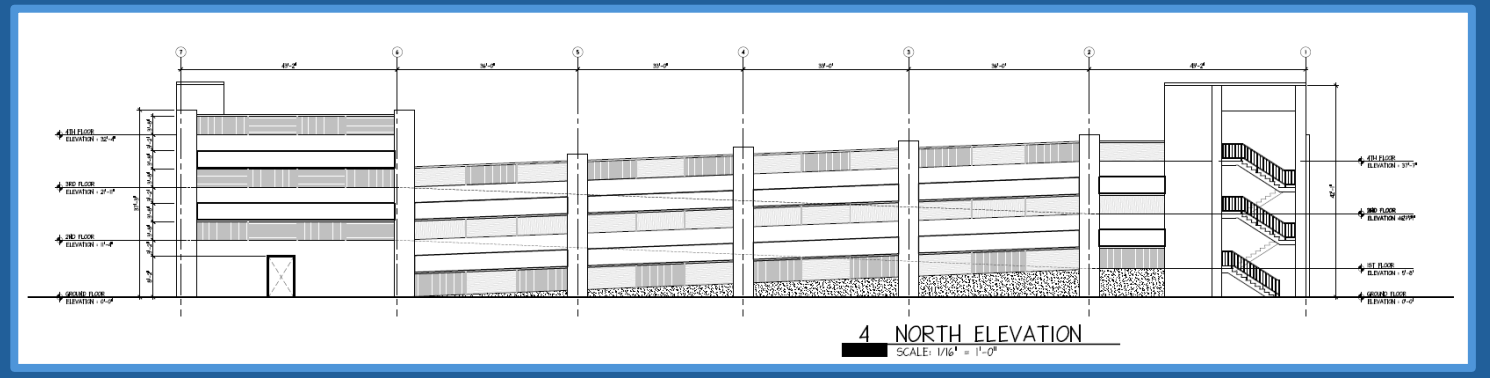
Project Description (cont.)

Parking Garage Renderings

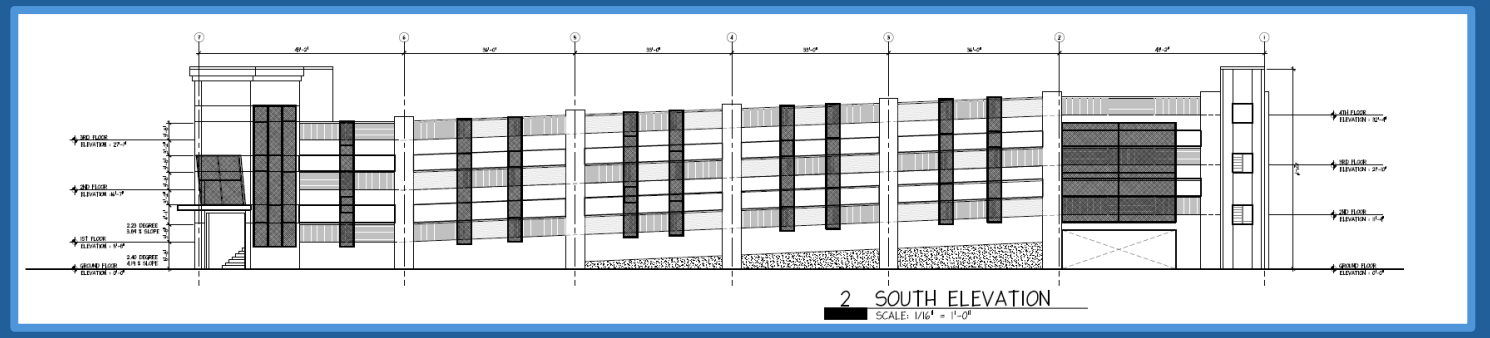
Project Description (cont.)

Parking Garage Elevations

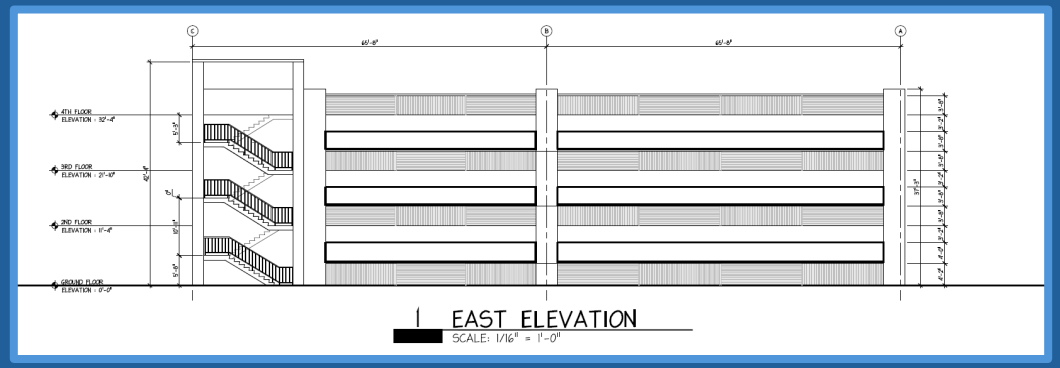
North Elevation



South Elevation



East Elevation



Project Description (cont.)

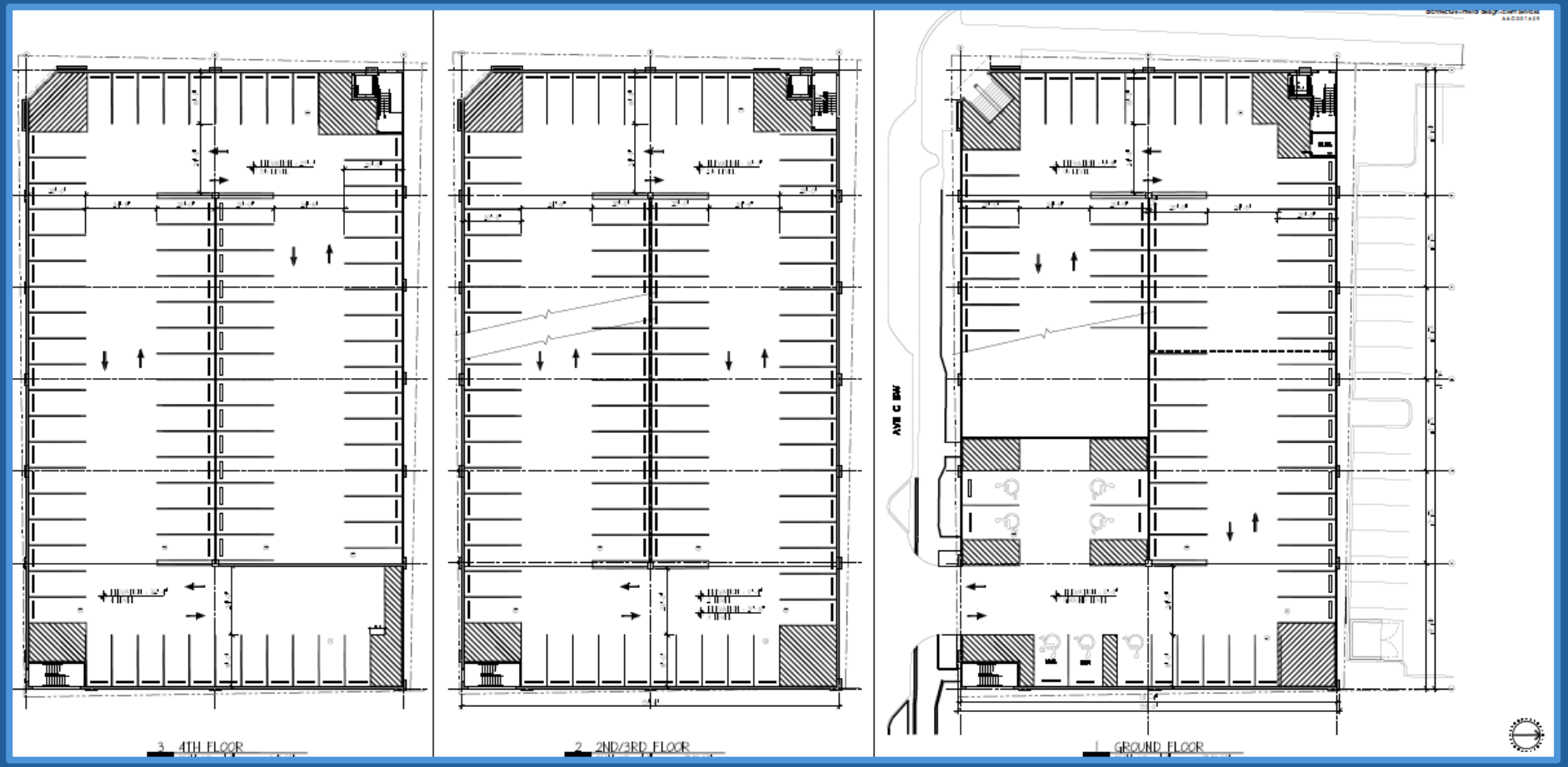
Parking Garage Interior Layout

Interior Layout

4th Floor

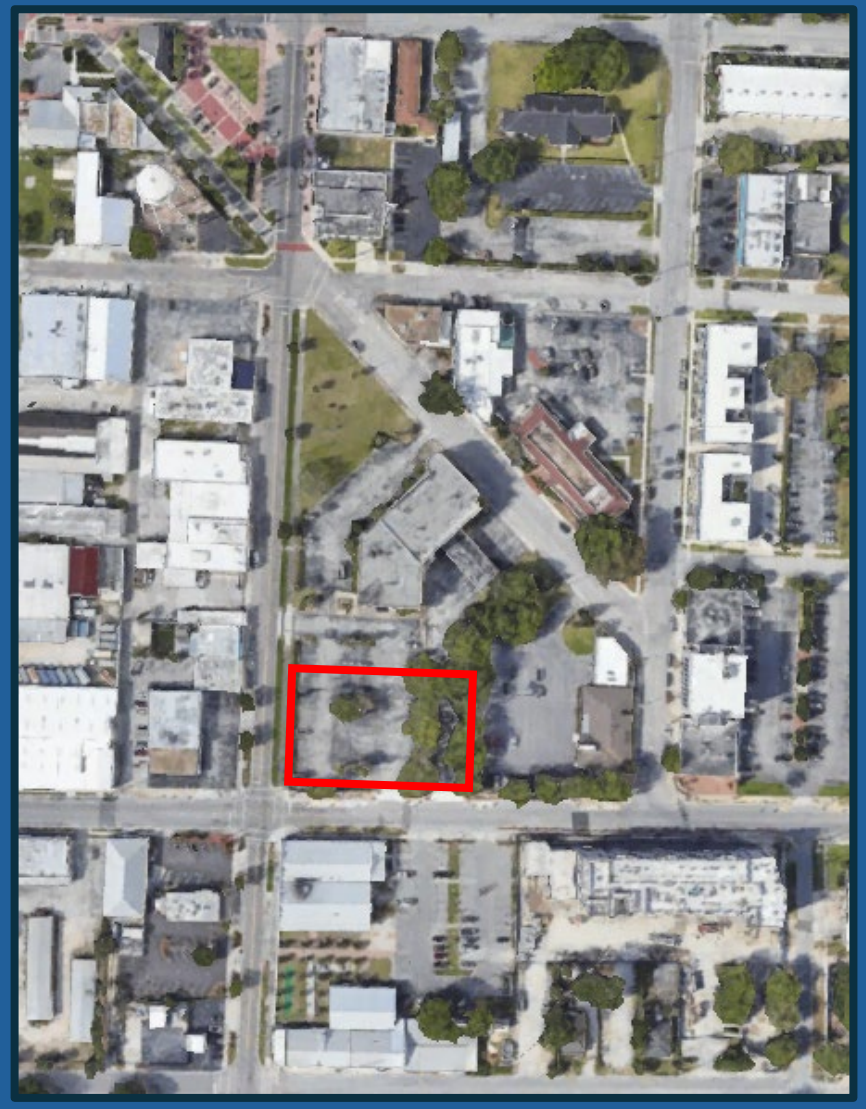
2nd & 3rd Floor

Ground Floor



Method of Acquiring Interest.

- The Proposed Garage Real Property on which the Project is to be developed is located on the northeast corner of Ave. C SW and 3rd St. SW, Winter Haven, FL 33880, and is presently owned by Urban Action.
- SixTen will enter into the SixTen-Urban Action Development Agreement to allow for SixTen to control the Proposed Garage Real Property, develop the Project on such property in accordance with this Proposal and the Comprehensive Agreement, and sell and cause Urban Action to transfer the Project to the City free and clear of any lien or mortgage.



Financing Plans

- **Construction Financing:** The total development cost for the Project is estimated at $10,217,496, as broken down on the following slide. The capital structure will consist of approximately 80% loan-to-cost construction financing, through a senior construction loan, and 20% equity, from the contribution of the Proposed Garage Real Property in the manner described above, to ensure full capitalization. It is anticipated that Citizens Bank and Trust will be providing the construction loan for this Project. Urban Action intends to use the Proposed Garage Real Property and its interest in the Comprehensive Agreement as colleterial for the construction loan.
- **Pre-Development:** Substantial pre-development work has already been completed, including site analysis, needs assessment, preliminary budgeting, code compliance review, and conceptual design. This preparation allows the Project to move directly into the design development phase, helping to accelerate the overall timeline.
- **Design and Construction Documentation:** The Project Architect and Project Engineer (to be identified) will lead the design process in collaboration with the selected pre-cast concrete contractor to produce a coordinated and code-compliant set of architectural, structural, and civil construction documents, in full alignment with the City of Winter Haven's planning and design standards.
- **Bidding and Procurement:** Developer and General Contractor will jointly define trade scopes and conduct competitive bidding across all major divisions. This process will support the execution of a Guaranteed Maximum Price (GMP) contract that prioritizes both budget discipline and construction quality.

Financing Plans (cont.)

Development Budget

Public Parking Garage Budget		
Spaces		292
Floor		4
Land	$	2,000,000.00
Subtotal Estimated Construction Costs	$	6,781,333.13
Subtotal Estimated Soft Costs	$	1,436,162.84
Total Costs	$	10,217,495.97
Per Space	$	34,991.42

360

Financing Plans (cont.)

- **Construction Execution:** Construction will be overseen by Developer in coordination with the Project General Contractor, Project Architect, and third-party inspectors to ensure quality control, schedule adherence, safety, and compliance. Regular reporting and site meetings will support Project transparency and performance monitoring.

- **Project Close out:** Upon substantial completion, Developer and Project General Contractor will manage final punch-list resolution, systems commissioning, and delivery of all closeout documentation. This will include as-built drawings, warranties, and maintenance manuals, which will be formally submitted to the City as part of the Project turnover.

Contact Person

Jason Fracassa – SixTen Chief Financial Officer

Phone: (248) 202-4886

Email: Jfracassa@sixtenllc.com

Fees and Payments

Upon completion of the Project, SixTen will cause Urban Action to sell and transfer fee simple title of the Project to the City, including land and a 292-space parking garage, in exchange for payment by the City of $10,217,496 or $34,991 fixed cost per parking space.

Additional Information

SixTen is available for any questions or additional information that the City may request in the process of evaluating this Proposal.

C. Responsible Public Entity Approval Criteria (Fla. Stat. § 255.065(5)(e)1-3)

The responsible public entity may approve the development or operation of . . . other public infrastructure, or a government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

(a) **Public Need or Benefit.** There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project. *This requirement is addressed under category D Public Interest Factors in Section (1) Public Need and Benefit, below.*

(b) **Reasonable Cost.** The estimated cost of the qualifying project is reasonable in relation to similar facilities. *This requirement is addressed under category D Public Interest Factors in Section (2) Financial Structure and Economic Efficiencies, below.*

(c) **Timely Completion of Project.** The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project. *This requirement is addressed under category D Public Interest Factors in Section (2) Financial Structure and Economic Efficiencies, below.*

D. Public Interest Factors (FS 255.065(3)(c)1-5)

The following additional requirements of Fla Stat. § 255.065(3)(c) are applicable to this Proposal as an unsolicited proposal for a qualifying project without engaging in a public bidding process, a method of accelerating completion of the Project.

The responsible public entity may proceed with an unsolicited proposal for a qualifying project without engaging in a public bidding process if the responsible public entity holds a duly noticed public meeting at which the proposal is presented and affected public entities and members of the public are able to provide comment and, at a second duly noticed public meeting, determines that the proposal is in the public's interest. In making the public interest determination, the responsible public entity must consider all of the following factors:

(1) Public Need and Benefit. The benefits to the public.
(2) Financial Structure and Economic Efficiencies. The financial structure of and the economic efficiencies achieved by the proposal.
(3) Private Entity Qualifications and Experience. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project.
(4) Compatibility with Regional Infrastructure Plans. The project's compatibility with regional infrastructure plans.
(5) Public Comments. Public comments submitted at the meeting. The responsible public entity must provide a statement that explains why the proposal should proceed and addresses such comments.

Section 1: Public Need and Benefit

The Public Need and Benefit of the Proposal is established in these topics on the pages that follow:

a. Parking Demand; Desirability and Availability of Site Location.

b. Enhanced Economic Strength of the Downtown Core.

Parking Demand; Desirability and Availability of Site Location

The Proposed Garage Real Property is in south-central downtown Winter Haven, a growing area with six new restaurants at Bowen Yard, two new 100+ unit six story apartment buildings, a successful craft brewery, a new Southeastern University campus, multiple co-working building sites, a growing population of health care providers, and many other retail and restaurant locations. As the demand for public parking in this area grows, some of the most publicly-utilized nearby surface parking lots are privately owned and are presently either under development or are scheduled for redevelopment soon. Thus, parking demand is increasing, and supply is shrinking.

To plan for both current need and future growth, in 2022 the City hired Walker Consultants to develop a strategic parking and mobility master plan (Walker 2022 Parking Study). The study included four phases, each delivered individually. As can be seen on the page that follows, the Walker 2022 Parking Study, in its study area boundary, identified five "alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively." (Walker 2022 Parking Study Phase 2, Page 2) Of the four sites identified that are in south-central downtown Winter Haven, one is planned for redevelopment as apartments, one is green space, one involves four building that are in the process of being redeveloped for restaurant and office, and the fourth (number 5 on the chart on the following page) is the Proposed Garage Real Property. Thus, consistent with the conclusions of the Walker 2022 Parking Study, the site identified in this Proposal is perhaps the only ready-available site for a significant parking garage in south-central downtown Winter Haven.

Parking Demand; Desirability and Availability of Site Location (cont.)

From: Walker 2022 Parking Study
Phase 2, Page 2

"Executive Summary . . . Walker representatives have assembled a series of alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively. The concepts are founded upon a potential public and private partnership in accordance with proposed redevelopment plans shared by local private developers. Specifically, redevelopment sites identified in the following graphic and identified as the Hewett Property (#4) and the BB&T Property (#5)."

The Hewett Property (#4) is planned for redevelopment as apartments, and the southern portion of the BB&T Property (#5) is the Proposed Garage Real Property.

Walker 2022 Parking Study
Study Area Boundary
Phase 1 page 26

Parking Demand; Desirability and Availability of Site Location (cont.)

- The Proposed Garage Real Property site, on which SixTen will develop a public 292-space, four story parking garage, is a site identified in the Walker 2022 Parking Study as a design concept site "for improving the current parking conditions and meeting future parking demand efficiently and cost effectively." Walker 2022 Parking Study phase 2, page 2.
- The primary objective of the Project is to address Winter Haven's growing demand for public parking in its south-central downtown core, the area experiencing increased economic activity, residential growth, a new university campus, restaurant and retail activity, and healthcare infrastructure investment.
- Prior to signing a Comprehensive Agreement with the City, SixTen will enter into the SixTen-Urban Action Development Agreement in order to demonstrate control of the Proposed Garage Real Property. The SixTen-Urban Action Development Agreement will also allow use of land contiguous to the Proposed Garage Real Property, owned by Urban Action, for an efficiently located laydown site for materials and optimized construction logistics, further improving cost and schedule performance. This availability of site contiguous off-street materials laydown land is an additional significant benefit to the city of this Proposal.

Enhanced Economic Strength of the Downtown Core.

The Project will serve as a catalyst for continued urban revitalization and smart growth strategies aligned with the City's long-term development plans; and provide a long-term infrastructure asset, offering decades of utility. With 292 parking spaces, this structure will significantly improve south-central downtown Winter Haven mobility, pedestrian accessibility, and business support services while enhancing the area's capacity to attract further private investment.

Section 2: Financial Structure and Economic Efficiencies

The Financial Structure and Economic Efficiencies of the Proposal is established in these topics on the pages that follow:

a. General

b. Reasonable Cost

c. Timely Completed Project

General

By leveraging existing land ownership and the significant progress already made in site planning and design, Developer can deliver the Project for an amount that is arguably at a lower overall budget and a faster schedule than if the City had undertaken it directly. Substantial due diligence has been completed, including developing design concepts with professionals and conducting a competitive bid and scoring process to ensure the best value from contractors and subcontractors.

Developer has committed significant staff time and will continue to dedicate personnel throughout the construction phase for development, permitting, and coordination oversight. This private-sector involvement allows the City to focus on other priorities without the need to hire additional staff. Furthermore, by accelerating site control, design, and pre-construction efforts, the Project can be completed on an accelerated timeline, reducing the City's potential carrying costs and other expenditures.

Reasonable Cost

The following page contains a comparison of the cost to city of the Project compared to other recent public parking garages. As can be seen, the Project's all-in cost to the city (including land and parking garage building) at $34,991 per parking space, compares favorably to other competitive projects.

Reasonable Cost (cont.)

Comparison of Recent Florida Public Parking Garage Developments

City	Project	Year	Spaces	Development Cost ($M)	Total Cost Per Space ($)	Land Value Included In Total Cost Per Space
Winter Haven	Proposed Project	Proposed	292	$10,217,496	$34,991	Yes
*Orlando	Westcourt Garage	Funded	1140	$43,600,000	$38,246	Yes
Wildwood	Mainstreet Parking Garage	2025	126	$6,600,000	$52,381	Unspecified
Dunedin	Scotland St. & Douglas Ave.	Proposed	192	$10,000,000	$52,083	Unspecified
Naples	First Ave. Parking Garage	In Process	364	$16,000,000	$43,956	Unspecified
*Ft. Lauderdale	City Center Garage	**2019	650	$21,000,000	$32,308	No
Average			494	$19,440,000	$43,795	

Due to the amortization of fixed cost and land costs the larger number of spaces in a parking garage project, the lower the cost per space.

**Note that the closest above comparisons' total cost/space to the proposed Project are the Orlando Westcourt Garage at $38,246/space with 1140 spaces having close to four times the number of spaces as the proposed Project, and Ft. Lauderdale which has a cost per space that does not include land costs.*

***In 2019 the average cubic yard of concrete was $106.80. At the end of 2024, the average cubic yard of concrete of $161.91, a 52% increase.* *(citation on following page)*

Reasonable Cost (cont.)

Citing and Sources For The Chart Above

Orlando: https://www.orlandosentinel.com/2024/12/09/orlando-eyes-special-district-to-help-get-westcourt-development-started/

Wildwood: https://www.villages-news.com/2024/08/29/opening-date-for-6-6-million-parking-garage-in-wildwood/

Dunedin: https://www.tampabay.com/news/pinellas/2025/03/24/dunedin-parking-garage-scotland-street-douglas-avenue/

Naples: https://redevelopment.net/2024/11/naples-third-public-garage-expected-to-open-in-february/?utm_source=chatgpt.com

Ft. Lauderdale: https://www.yahoo.com/news/glitzy-lights-gone-dark-landmark-154900725.html?

Concrete Price Index: https://constructowiki.com/concrete-price-graph-concrete-price-index/

Timely Completion of Project

The timeline for completing this Project is 10 months from approval and execution of a Comprehensive Agreement with the City. The Project would be delivered as a turnkey-ready real property that can be used by the public immediately. The Project will follow a proposed 10-month schedule, consisting of a 3-month design and bid process followed by a 7-month construction period. The general contractor will operate under a guaranteed maximum price (GMP) contract, ensuring budgetary control, and will partner with a nationally recognized pre-cast concrete contractor for optimal efficiency and quality.

All planning, design, and construction will be managed by a highly experienced parking garage contractor, overseen by a local developer who has a strong incentive to ensure a successful outcome. The developer, SixTen, is deeply involved in both the construction process and value engineering across multiple development stages, which ensures both cost efficiency and high-quality results.

The Project benefits from specialized expertise, as the anticipated General Contractor, Precast Contractor, and Project Architect (each defined below) bring extensive experience in structured parking facilities.

Section 3: Private Entity Qualifications and Experience

The private entity team will include the following:

- **Developer and Project Manager.** SixTen is the Project manager and lead developer for the Project.
- **General Contractor.** It is anticipated but not confirmed that Everett Whitehead & Son, Inc., d/b/a Whitehead Construction (“Whitehead Construction” or the "General Contractor"), will be the general contractor.
- **Pre-Cast Contractor.** It is anticipated that the pre-cast contractor on the project will be Metromont, LLC, a South Carolina limited liability company , “Precast Contractor” or “Metromont”.
- **Architects.** It is anticipated but not confirmed that, the construction architect will be C&K Architects/Interiors, Inc., a Florida corporation ("C&K Architects" or "Project Architects").

- Background summaries of each of the above entities are contained in following pages.

Lead Developer: SixTen

SixTen is a real estate development and management company with a strong focus on revitalizing downtown Winter Haven, Florida. Its portfolio includes over 850,000 square feet of commercial property, and its projects often center on preserving the historic charm of the area while fostering modern growth. Notable projects include the renovation of historic buildings like the Beymer Building and the Mann Building, as well as modern developments like the Inland Fiber & Data Park and Bond Clinic's medical offices.

SixTen’s efforts are part of a broader initiative to enhance Winter Haven’s downtown, transforming it into a vibrant, walkable community. SixTen's goal is to make Winter Haven "the coolest small city in Florida," combining commercial, residential, and cultural elements to attract both businesses and residents.

The company is deeply invested in the local community, with leadership that lives, works, and plays in Winter Haven. This commitment to the city has helped drive a resurgence in downtown development, blending new opportunities with historic preservation.

General Contractor: Whitehead Construction

Founded in 1954, Whitehead Construction is a third-generation general contractor based in Winter Haven, Florida. With 70+ years of experience, specializing in design-build, commercial, and concrete construction. From conception to completion, taking pride in delivering high-quality, tailored solutions to meet the unique needs of our clients. Commitment to excellence and craftsmanship.

President
E. Ryan Whitehead

The Winter Haven Parking Garage, opened in 2012 provides 267 parking spaces in the downtown core of the city. The two-level garage is 63,000 sq ft. built of precast concrete walls, lite walls, spandrel panels, columns, and double tees.

The construction of a vast 20,000+ square foot office building caters to Tucker Paving's expansion and employee requirements. Completed in 2021.

Pre-Cast Contractor: Metromont

When the Metromont tradition first began in 1925, the company looked very different from the way it looks today. Operating as Pennell and Harley, Inc., the organization helped build some of America's first highways. Now, the company creates high-tech data centers, iconic institutional buildings, bustling multi-use developments, while having extensive experience in pre-cast construction.

Located in downtown Tampa, the Heights Block 1 garage is a six-level parking deck with five elevated levels of precast concrete and ground-level retail. Produced by Metromont's Bartow team, the new 457,285-SF garage provides 1,500 parking spaces.

Construction of Heritage Plaza in the heart of downtown Lakeland. The Plaza includes a six-level parking garage with convenient entrance access on both Tennessee and Kentucky Avenues along with 40,000 sq ft of attached tenant space.

Architect: C&K Architects | Interiors

TAMPA | WINTER HAVEN | CELEBRATION

Scope of Work: Hoffman Building & Mowrey Building Design

Bryan Karsky
President

C&K Architects | Interiors, Inc. is a full service architectural and interior design firm providing professional design services on single story facilities through high rise multi-story commercial and residential facilities valued at several millions of dollars. Our professional services include Owner representation, architectural and interior design, building envelope, waterproofing/roof replacement, bidding services, design/build, construction management, and construction administration.

C&K Architects | Interiors, Inc. has more than 55 years of history providing extensive service experience including governmental, institutional, medical, financial, residential, and public clients. Our firm began in 1961 in Clearwater as Fasnacht & Schultz Architects and became Fasnacht, Schultz and Collman Architects in 1982. In 1985 the firm became Schultz & Collman Architects, in 1998 changed its name to Collman & Karsky Architects and has now evolved into C&K Architects | Interiors, Inc.

20 on 2nd
Apartments
Downtown Winter
Haven, Florida

Public Parking
Garage Downtown
Winter Haven, Florida

Section 4: Compatibility with Regional Infrastructure Plans

As described in the Walker 2022 Parking Study, the City of Winter Haven has an integrated downtown parking system consisting of surface lot parking, on street parking, and structured parking. This Proposal integrates into and is compatible with that City downtown parking system. Indeed, as noted above, the Walker 2022 Parking Study specifically contemplates the addition of public parking at the Proposed Garage Real Property site. Furthermore, the Project Architect and Project General Contractor also built the first parking garage in the Winter Haven downtown core in April, of 2012.

Section 5: Public comments

City Commission to receive public comments at public meetings called to consider and approve Proposal.

E. Private Entity Meeting of Minimum Standards (Fla. Stat. § 255.065(5)(a))

The private entity, or the applicable party or parties of the private entity's team, must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.

Developer shall provide City with such documentation as may be required to confirm that the development team achieves attainment of minimum standards described above.

F. Responsible Public Entity Reasonable Fee (Fla. Stat. § 255.065 (5)(f))

The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

Along with the delivery of this Proposal, SixTen is delivering to the City the $25,000 fee, which has been identified by the City.

G. Compliance Statement (Fla. Stat. § 255.065(10)(b))

Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

Developer will include the above representation within the Comprehensive Agreement.

Summary

SixTen has submitted this Proposal for a public-private partnership, fully complying with Section 255.065, Florida Statutes. SixTen has the necessary financial and technical capacity, supported by an experienced team described above, to the complete the development described herein, a facility that will provide lasting benefit to the citizens of Winter Haven, at a beneficial cost and timeline for the City.

4925 Independence Parkway, Suite 425
Tampa, FL 33634
813.888.5800

November 5, 2025

T. Michael Stavres, ICMA-CM, CPM, CPRP
City Manager
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

Re: Independent Analysis – Unsolicited Proposal for a City Parking Garage

Dear Mr. Stavres:

Walker Consultants ("Walker") is pleased to submit the following independent analysis to the City of Winter Haven. This report outlines our findings based on our analysis of the unsolicited proposal from Six/Ten LLC ("Proposer"), development patterns in the area, and a review of the Strategic Parking Plan developed for the City by Walker Consultants in 2022.

We appreciate the opportunity to serve you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Thomas Szubka, PTMP, CPP
Director of Planning, Operations, & Technology

Jack Casterella
Parking & Mobility Analyst

Executive Summary

This report provides an independent analysis of an unsolicited proposal submitted by Six/Ten, LLC for the development of a 292-space public parking garage, as required under Section §255.065(5)(d) of the Florida Statutes. The analysis evaluates the cost-effectiveness of the proposed garage relative to current Florida market conditions, the overall public benefit in the context of the Walker 2022 Strategic Parking Plan for Winter Haven, and area infrastructure compatibility.

Summary of Conclusions

Cost-Effectiveness (Structure)

The proposed construction cost of $23,224 per space is below both the 2025 national median of $31,400 per space and the Tampa region median of $27,224 per space. This cost is within acceptable market parameters for a turnkey, fixed-price delivery parking structure.

The proposed soft costs are 21% of the construction cost and are within acceptable market parameters of 15%-25%.

Cost-Effectiveness (Land)

The proposed cost of $2,000,000 for the land on which the garage will be constructed represents 20% of the overall project cost and increases the all-inclusive cost to ~$35,000 per space. The proposed garage occupies a portion of one parcel, leaving the parcel's building and some parking intact. Current City appraisal value for the entirety of the parcel is $3,319,331. Depending on whether the parcel is subdivided – and to what extent – prior to being sold to the City, the cost is likely within acceptable market parameters for purchase.

Public Benefit

The proposed garage provides a public benefit by creating additional parking space supply in a rapidly developing downtown area with significant current and planned growth. The garage would also serve as a City-owned infrastructure asset on a site pre-identified in the 2022 City Strategic Parking Plan.

Background and Context

Strategic Parking Plan (2022)

In Fall 2022, Walker completed a strategic parking plan for the City, evaluating parking demand and identifying site development options for potential public parking inventory expansion. The study included a conceptual analysis of five site locations near downtown for future parking development. The Proposer's selected site is one of these pre-identified locations, referenced as the "BB&T Property (#5)" in the 2022 study (**Exhibit 1**).

Exhibit 1: 2022 Strategic Parking Plan Alternate Development Sites

Source: Walker Consultants 2022

Unsolicited Proposal Summary

On October 13, 2025, the Proposer (Six/Ten, LLC) submitted an unsolicited proposal under Florida Statute §255.065 for the construction of a qualifying "vehicle parking facility" consisting of:

- **Spaces**: 292
- **Size**: ~96,000 square feet
- **Location**: Area comprising a portion of the parcel located at 250 Magnolia Ave SW

- **Development Approach**: Turnkey delivery, with proposer engaging general contractor and architects
- **Total Development Cost**: $10,217,496 ($34,991 per space)
- **Cost Breakdown**:
  - Land: $2,000,000
  - Building/Construction: $6,781,333
  - Soft Costs: $1,436,163
- **Delivery**: City receives ownership free and clear of liens upon completion

Area Development Context

The proposed garage location is situated in south-central downtown within a rapidly developing area experiencing significant growth across residential, commercial, and institutional sectors. Recent and planned developments (as identified by City of Winter Haven staff) in the immediate vicinity include:

Residential Developments:

- The Carl Apartments: 81 units, immediately adjacent to proposed garage (proposed)
- The Breeze Apartments: 102 units, one block south (recently received Certificate of Occupancy)
- Raindance Apartments: 105 units, across Ave C SW to the south (completed within the last year)

Total of approximately 288 residential units in immediate area, current and proposed. Anecdotally, existing and future developments may require additional parking in the future.

Commercial/Retail:

- Bowen Yard[1]: Six new restaurants are at the current phase
- Bowen Yard Phase 2: Additional restaurants/retail/entertainment (planned, two blocks west)
- New hotel in concept/planning phase (two blocks west)

Institutional:

- Southeastern University: Recently occupied second floor of Exchange Building (immediately north of the proposed site)
- Millennium Physicians Group: New medical office facility (one block east)

Public Infrastructure:

- Downtown passive park development (FDOT retention pond conversion with pedestrian facilities and landscaping)

Cost-Effectiveness Analysis

Section §255.065(5)(d) of the Florida Statutes requires that “the responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded".

[1] https://www.bowenyardwh.com/

This analysis evaluates the cost-effectiveness by comparing the proposed project's cost against current market rates for parking garage construction in Florida and nationwide.

Proposed Costs and Market Comparison

The unsolicited proposal presents a total development cost of $10,217,496, including land, to construct 292 parking spaces across approximately 96,000 square feet. These costs are detailed in **Exhibit 2**.

Exhibit 2: Construction Costs

Item	Per Space Cost	Total Cost (292 spaces)
Land	$6,849	$2,000,000
Construction	$23,224	$6,781,333
Soft Costs	$4,918	$1,436,163
TOTAL	$34,991	$10,217,496
TOTAL (structure only)	$28,142	$8,217,496

Source: Six/Ten LLC Proposal, 2025

According to the *WGI 2025 Parking Structure Cost Outlook*[2], the typical cost of constructing a parking garage is:

- 2025 National Median: $31,400 per space
- 2025 Tampa Median: $27,444 per space

Importantly, the parking structure cost benchmarks report construction costs only and explicitly exclude other costs that include land acquisition, architectural and engineering fees, environmental evaluations, materials testing, special inspections, geotechnical borings and recommendations, financing, owner administrative and legal, jurisdiction permitting, or other project soft costs.

To accurately assess the Proposer's budget, Walker has assessed soft costs, construction costs, and land costs independently.

Soft Costs

WGI notes that project soft costs are typically ~15%-25% of the construction cost. In this proposal, soft costs account for 21% of construction costs, in line with industry standards.

[2] *WGI Parking Structure Cost Outlook for 2025* - https://publications.wginc.com/parking-structure-cost-outlook-for-2025

Construction Costs

Considering only construction costs from the Proposer's budget, the total per-space rate equates to $23,224. This rate is 26% below the national median and 15% below the median for the Tampa region. This cost is within acceptable market parameters for a turnkey, fixed-price delivery parking structure.

Land Costs

The proposed garage occupies a portion of one land parcel, specifically:

- #262829626000000010 appraised at $3,319,331 and owned by Urban Action LLC[3]
    - The Proposer purports to have a 50% equity stake in Urban Action LLC

The proposed garage site is included in **Exhibit 3**.

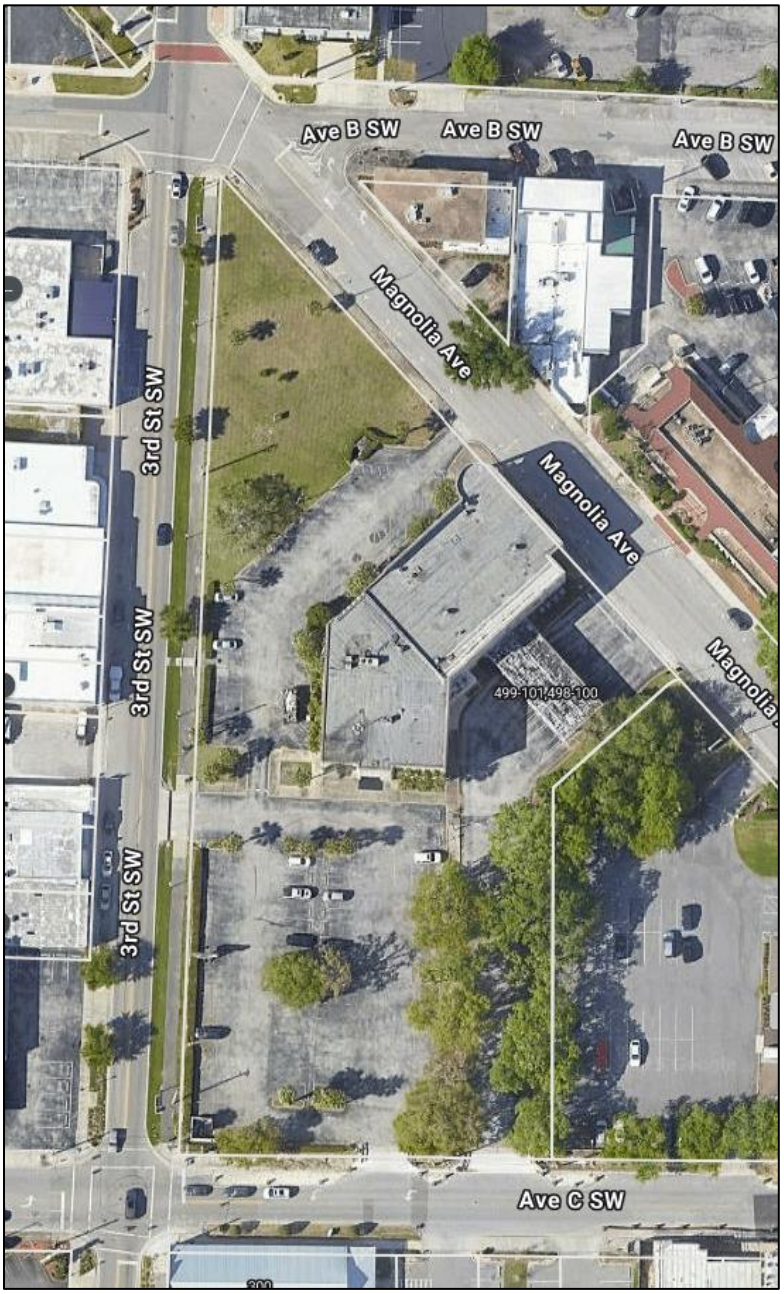
Exhibit 3: Proposed Garage Site

Source: Six/Ten LLC Proposal, November 4th, 2025

[3] Polk County Property Appraiser https://www.polkflpa.gov

It is assumed that the parcel would be subdivided or otherwise reallocated after purchase by the Proposer, during construction of the garage. The market rate for the land when sold to the City would depend significantly on the footprint of the land after reallocation, as well as any parking obligations that may exist for the parcel. The parking garage appears to take the place of ~53% of all the parcel's currently available on-site parking, estimated at 51 spaces. Meeting the parking needs of the parcel's building after construction should be discussed by the City and the Proposer. Current layout of the parcel is detailed in **Exhibit 4**.

Exhibit 4: Current Layout of Proposed Garage Site Parcel



Source: Zillow

Overall Public Benefit Analysis

Section §255.065(5)(d) of the Florida Statutes requires that "the responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded".

This analysis assesses the overall public benefit by describing multiple direct and indirect benefits and examining its alignment with the Walker 2022 Strategic Parking Plan for Winter Haven.

Direct and Indirect Benefits

The proposed parking garage provides substantial public benefit through both direct and indirect effects. Benefit considerations of the proposed garage include:

- Increase in Parking Inventory The immediate area has seen significant development, and additional development is planned in the future. This is an opportunity to have City-owned parking supply built in this developing area, which would create 292 public parking spaces in place of ~51 existing private spaces, resulting in a net gain of ~241 additional parking spaces.
- Public Ownership: The City receives full ownership of the facility free and clear of liens upon completion for long-term public control over a facility with several decades of useful life. The City has policy flexibility and control over parking rates to align the facility with downtown development objectives.
- Enhances Public Facility: Transforming an underutilized surface parking lot into an attractive, modern structured facility creates a safe, attractive public amenity.
- Economic Development: Construction of a City-owned and operated parking facility can allow more efficient land use patterns in the area as development continues, and can lead to the garage serving many land use types. Shared parking strategies, where different uses with complementary peak demand patterns maximize efficiency, can further enhance the usefulness of the garage.
- Downtown Revitalization: Parking availability is important in urban revitalization efforts, enabling visitor access to downtown businesses and cultural amenities.
- Highest and Best Use: Concentrating parking in structured facilities rather than surface lots supports compact, walkable downtown development patterns, enabling other parcels to be constructed to higher and better uses.

Other Benefits

Pre-Vetted Site

The proposed construction was previously identified in the Walker 2022 Strategic Parking Plan for Winter Haven as one of five locations for potential parking development. This prior identification, conducted through a professional consultant-led strategic planning process, validates the site's suitability for parking infrastructure, its ability to serve downtown demand patterns, and its compatibility with the City's long-term parking and

development strategy. The Proposer characterizes this site as "the most ready-able site in that list," suggesting advantages in terms of site readiness, access, configuration, and development potential relative to other identified alternatives. A full list of alternatives presented in Walker's 2022 study can be found in **Exhibit 1**.

Risk Transfer and Management Reduction

The Proposer's fixed-price turnkey delivery approach transfers typical development risks away from the City, including construction delays, cost overruns beyond the agreed price, design coordination challenges, contractor performance issues, and permitting complexities. The Proposer has already completed substantial pre-development work, including site analysis, needs assessment, preliminary budgeting, code compliance review, conceptual design, and competitive contractor selection, reducing project timeline and eliminating duplicative City expenditures on these activities. This delivery model allows City staff to focus on other priorities while the developer manages day-to-day project coordination, design development, permitting, construction oversight, and closeout.

Conclusion

Based on this independent analysis, the proposed parking garage demonstrates both cost-effectiveness and overall public benefit pursuant to Section §255.065(5)(d) of the Florida Statutes.

Cost-Effectiveness

Proposed construction costs appear to be below market rates, and soft costs appear to be within the range of industry norm as a percentage of construction costs. The land cost may also be below market rate, depending on the Proposer's plans for subdivision and resale to the City.

The City should consider the Proposer's plans for the parcel the garage will partially occupy to further evaluate the cost-effectiveness of the land cost.

Public Benefit

The project addresses documented parking infrastructure needs, delivers on a pre-vetted strategic location, creates additional parking inventory that may facilitate downtown development, supports compact urban form and higher land uses, provides the City with long-term asset ownership, and transfers development risk to the private sector through turnkey delivery.

WALKER CONSULTANTS

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Tampa, FL 33634

813.888.5800
walkerconsultants.com

November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr. Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase One deliverable for the Parking Supply and Demand Analysis in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

WALKER CONSULTANTS

November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase One: Parking Supply and Demand Analysis
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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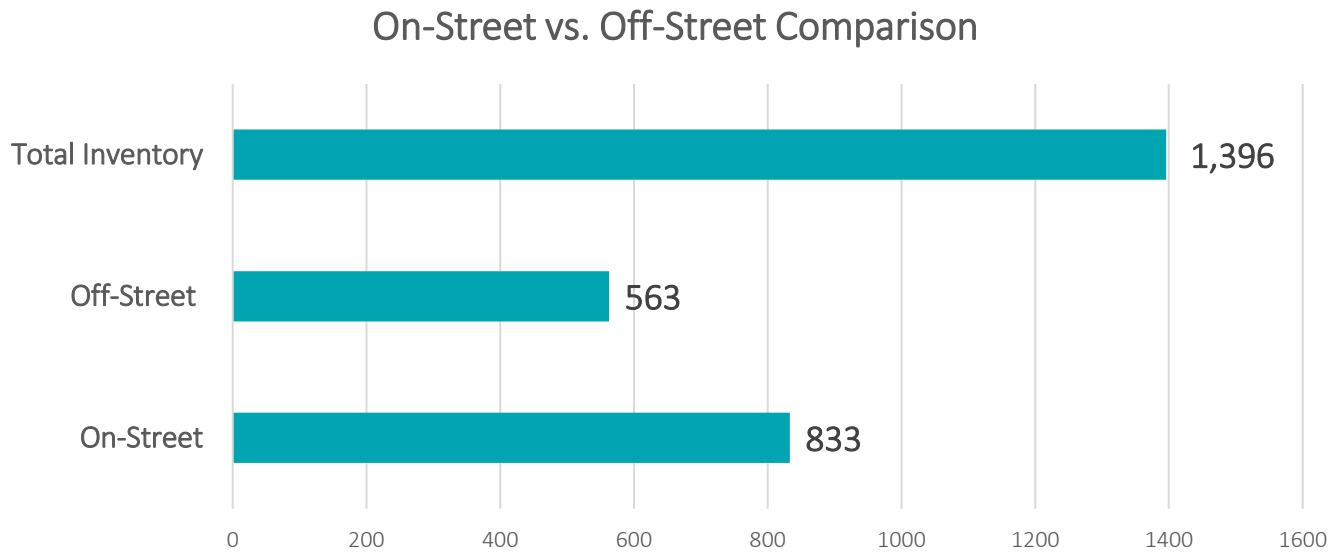
Executive Summary

A comprehensive public parking inventory supply and demand study has been performed by Walker Consultants for the purpose of assisting the City of Winter Haven, Florida with the development of a Downtown Strategic Parking and Mobility Plan.

Public Parking Inventory

Walker representatives noted the following public parking inventory totals within the study area boundaries.



Peak Public Parking Utilization

Typical peak parking occupancy occurred on a Thursday in April during the midday period of activity between 11:30 a.m. and 2:00 p.m.

Parking Occupancy – Summary

Parking Inventory		Friday Midday	Occ %	Friday Evening	Occ %	Saturday Midday	Occ %	Saturday Evening	Occ %	Thursday Midday	Occ %
On-Street	833	511	61%	367	44%	529	64%	342	41%	590	71%
Off-Street	563	307	55%	184	33%	238	42%	157	28%	420	75%
Total	**1,396**	**818**	**59%**	**551**	**39%**	**767**	**55%**	**499**	**36%**	**1,010**	**72%**

Overview of Findings and Recommendations

As summarized from the conditions of our March 2022 site visit and subsequent April 2022 site visit:

- The overall parking inventory within the study area is considered to be reasonably utilized as the peak observation period noted a 72% parking occupancy of the available inventory. By these utilization standards, sufficient public parking inventory is available to meet today's needs of Downtown Winter Haven.

To some individuals, the perception of insufficient parking may be understandable given the observable availability of parking within the core areas of the study boundaries:

- There is a fair amount of available parking in the City parking structure, however several of the smaller visible surface parking areas and primary street corridors are sufficiently parked, giving motorists the sense that convenient parking is unavailable for several of the small businesses.

Compounding this perception, we recognize pockets of high utilization at points just outside the study area:

- Such utilization pockets have created overlapping parking demand generators, creating multiple perceptions of insufficient parking supply versus a singular demand generator.

To alleviate this misperception, Walker representatives suggest:

- A best practice strategy of implementing a real-time wayfinding and guidance solution. Such a solution would help motorists find the available inventory in the City parking structure as well as street parking spaces with the coordination of real-time digital display signs and a mobile app.

Upon convening with multiple stakeholders, Walker representatives have come to understand a unique difference in opinion as it relates to the need for adding public parking infrastructure:

- Some say the addition of another costly parking structure that sits largely underutilized is not the answer while others believe the added infrastructure will serve as the catalyst to the development needs Winter Haven seeks to achieve.
- Adding pockets of public parking in the format of surface lot inventory requires the ability to purchase land in areas which are conveniently located to potential development projects. Addressing areas where demand exceeds inventory will encourage the redevelopment of idle, underutilized, and vacant land parcels.

As private developers raise the concern for needed public parking infrastructure, the timing appears to be right for exploring a series of public/private partnerships:

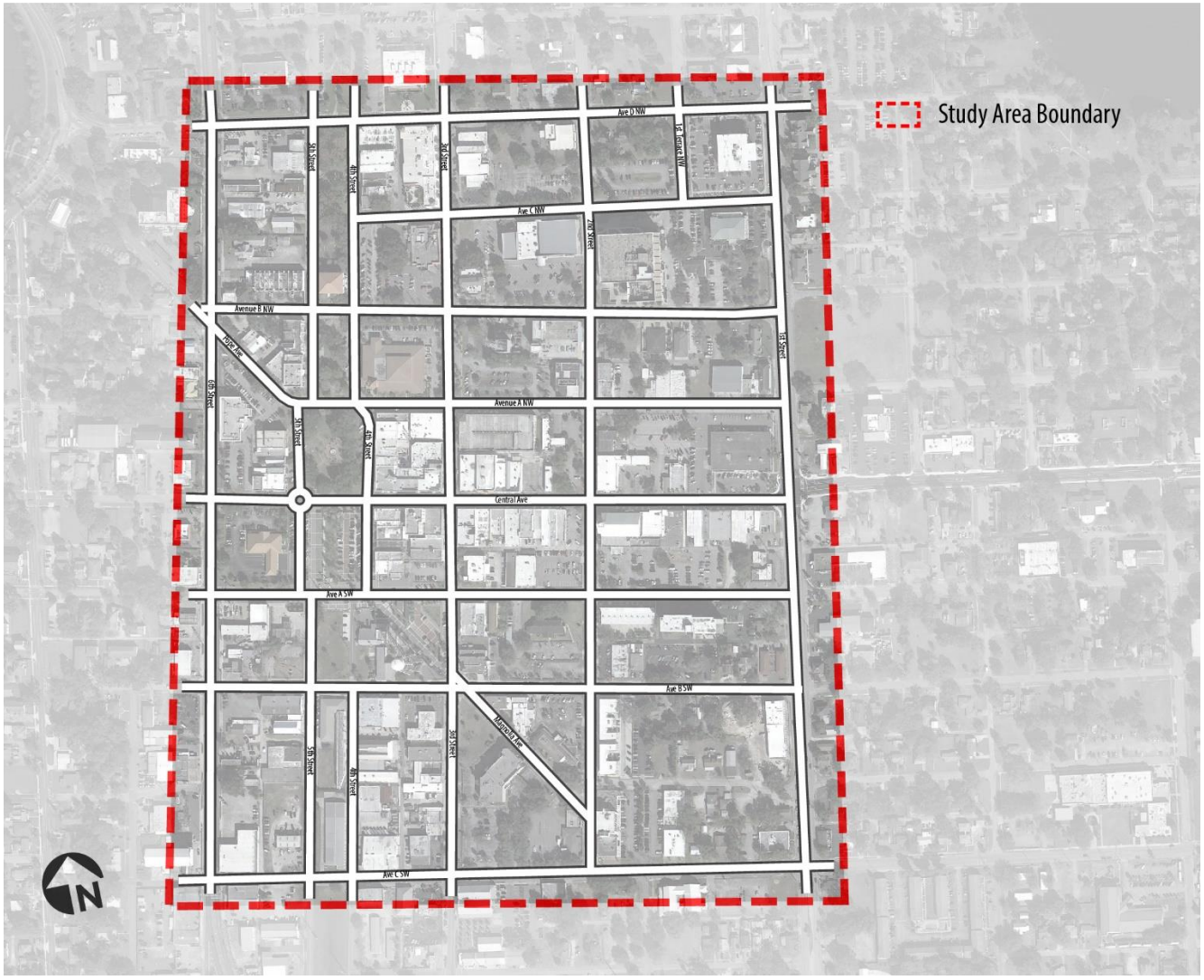
- Under such a scenario, the City would approve the advancement of development projects under a condition which requires the developer to build a public parking component into their development plans, allowing the City to fund, operate, and maintain the public parking component.

01 Inventory Supply

01 Inventory Supply

Walker Consultants proposed to observe and verify the City of Winter Haven's public parking inventory specific to the boundaries defined in the scope of the study engagement: Avenue D NW to the north, Avenue C SW to the south, 6th Street SW to the west, 1st Street South to the east.

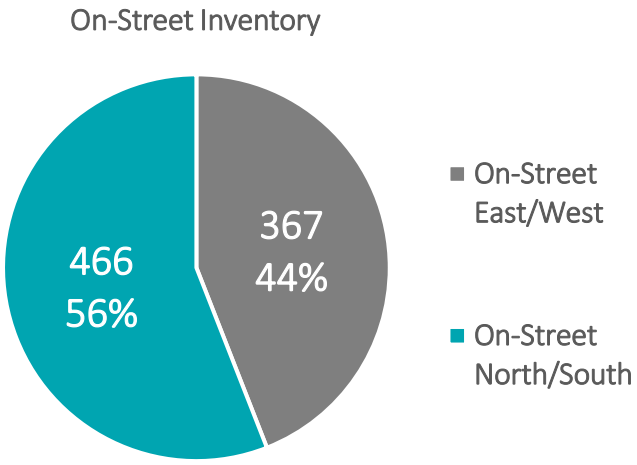
Figure 1: City of Winter Haven Study Area



Walker representatives conducted an initial site visit on March 18th (Friday) and March 19th (Saturday) to observe both on-street parking inventory and off-street parking inventory. A follow up site visit was then conducted on Thursday, April 7th, at the request of several of the community stakeholders to verify utilization on a typical business day. In addition, Walker representatives identified private parking facilities which could potentially be utilized under a shared parking opportunity. In the process, we recognized several of these private parking locations could supplement the City's public parking supply during non-private use operating hours.

On-Street Inventory

While on-site, Walker first conducted an inventory count of each of the on-street parking spaces. This inventory was counted and recorded by north/south streets and east/west avenues and was identified as follows:

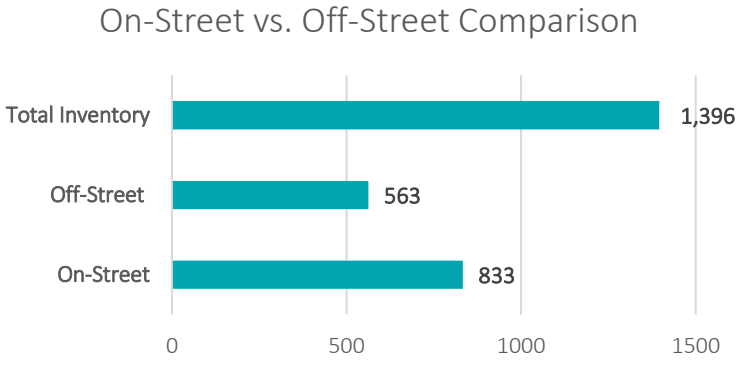


In total, Walker notes **833±** public, on-street parking spaces available in the study area.

Off-Street Inventory

Walker also conducted inventory counts of each of the off-street parking spaces controlled by the City of Winter Haven. The inventory of the parking spaces by individual lot and facility is as follows:

Facility Name/Location	Inventory
1. Ave B NW & 4th St. NW Lot	40
2. Library Lot	67
3. City Parking Garage	267
4. Ave A NW & 2nd St. NW Lot	68
5. 4th St. Lot	37
6. Ave A SW & 3rd St. SW Lot	18
7. Ave A SW & 2nd St. SW Lot	50
8. Magnolia Avenue Lot	16
Total Inventory	**563**



In total, Walker notes **563±** public, off-street parking spaces available in the study area. A visual representation and description of these parking locations have been provided in the following section.

Public Parking Location Profiles

During the two-day site visit, Walker representatives visited each of the City owned parking locations with a focus on each facility's general location in the study area, overall and type of parking inventory, accessibility, operating implications, and potential for site enhancements.

Ave B NW & 4th St. NW Lot[1]

Location: NE Corner of Avenue B NW and 4th St. NW

Public Parking Spaces: 40
Bicycle Storage: No
Points of Interest: Chamber of Commerce, Public Library, Central Park, Winter Haven Ambulatory Surgical Center

Library Lot[2]

Location: 325 Avenue A NW
Public Parking Spaces: 67
Bicycle Storage: Yes
Points of Interest: Public Library, Central Park, Downtown Retail

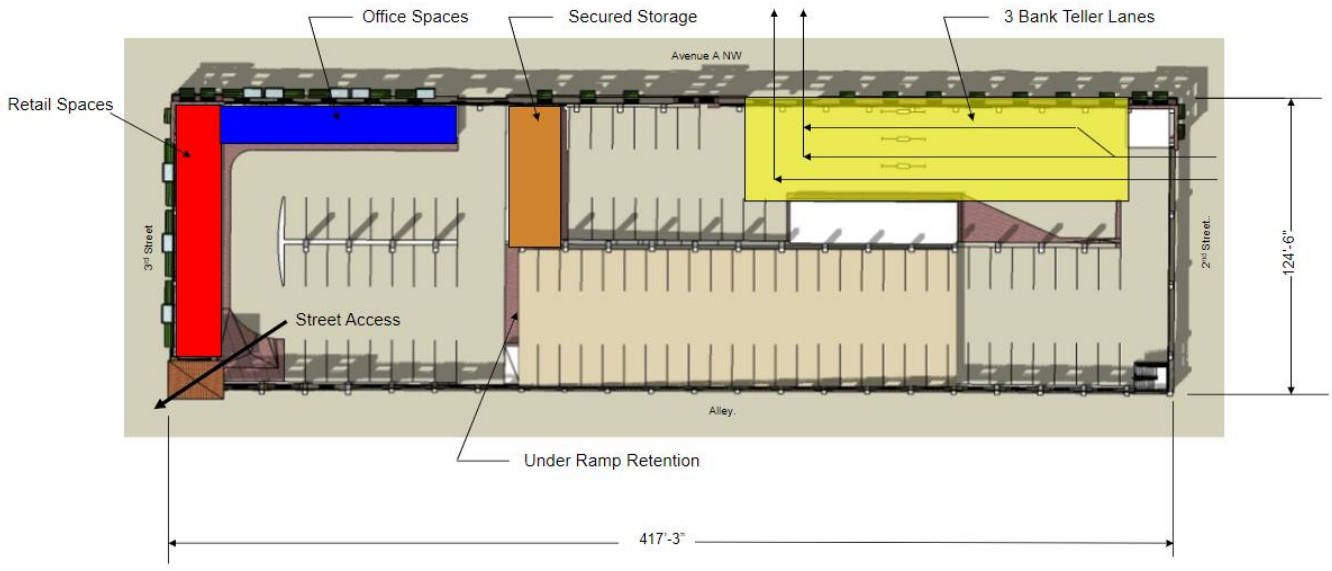
[1] At the time of Walker's site visit, this location had been removed from service for redesign and construction purposes. The 40-space surface lot was bound by chain-link fencing to keep motorists from parking at the location.
[2] This location has a number of reserved spaces for the specific use by Library staff during business hours.

City Parking Garage

Location: 220 Avenue A NW
Public Parking Spaces: 267
Bicycle Storage: Yes
Points of Interest: Downtown Retail, Public Library, Central Park, Ritz Theater

One version of the original parking garage plans suggested an expanded footprint to encompass the width of the entire block from 3rd Street to 2nd Street. The proposed parking structure would have provided 511± parking spaces on four parking levels. In addition to this parking inventory, the ground level would have accommodated drive through teller lanes for the then Wachovia Bank, (currently Wells Fargo Bank) replacing the stand-alone drive through facility existing on the site today. Also provided on the site would have been ground floor retail space along the 3rd Street edge of the structure and office or retail space wrapping the corner along Avenue A NW.

Figure 2: Optional Design for the City of Winter Haven parking Garage – Ground Floor



Source: Martin & Vargas Design and City of Winter Haven

Ave A NW & 2nd St. NW (Post Office) Lot

Location: 143-185 Avenue A NW
Public Parking Spaces: 68
Bicycle Storage: No
Points of Interest: Post Office, Downtown Retail

4th St. Lot (South Central Park)

Location: West side of 4th St. SW, south of Central Ave.
Public Parking Spaces: 37
Bicycle Storage: Yes
Points of Interest: Central Park, Downtown Retail

NW corner 2nd St. SW and Ave A SW Lot

Location: NW corner 2nd St. SW and Ave A SW
Public Parking Spaces: 50
Bicycle Storage: No
Points of Interest: Downtown Retail, Central Park

NW corner 3rd St. SW and Ave A SW Lot

Location: NW corner 3rd St. SW and Ave A SW
Public Parking Spaces: 18 – some reserved
Bicycle Storage: No
Points of Interest: Downtown Retail, Central Park

Magnolia Avenue Lot (Water Tower)

Location: 131 3rd St. NW
Public Parking Spaces: 16
Bicycle Storage: No
Points of Interest: Central Park, Downtown Retail, Andy Thornal Co.

With the exception of the surface parking lot located at the Winter Haven Post Office, these remaining four surface parking lots have been conveniently designed to serve the local businesses south of Central Avenue, between 4th Street SW and 2nd Street SW. Their collective public parking inventory totals 121 off-street parking spaces.

Ideally, we suggest the location of the Post Office surface parking lot should be designed to serve the permit parking needs of the nearby office properties on Avenue B NW. Unfortunately, the block immediately to the north and to the south do not require a great deal of public parking inventory needs as the businesses to the north generally provide their own parking needs and the First Baptist Church to the south has ample parking for its primary use needs.

Given the Post Office lots proximity to the City's parking structure, we might consider a suggestion to land swap this parcel for a more appropriate site to develop needed parking inventory.

Observations of Private Parking Supply

Walker representatives elected not to inventory the private parking supply with the understanding that these parking locations have been designed to accommodate their intended business case uses. However, subsequent limited stakeholder group conversations with various community business partners and land owners revealed the private parking inventory is not significant to handle capacity tenant needs within some of the professional service locations. Specifically, tenant spaces within the 199 Avenue B NW property and a few other property sites owned by Six/Ten LLC.

These private parking spaces could reasonably be considered an opportunity to benefit the overall public parking need, especially when the inventory is underutilized during non-operating business hours. Partnership, whether formal or informal, with owners of private parking inventory would allow more efficiency and flexibility with the City of Winter Havens parking plan in response to ongoing development needs. Locations of private parking inventory of note include those listed in the following table.

Table 2: Private Parking Inventory Alternative Options

Parking Lot	Location	Notes
1. Wells Fargo Bank	NE corner of Ave A NW and 3rd St. NW	Good location near downtown retail and Central Park. Option for night and weekend use.
2. Heartland Church	NW corner of 2nd St. NW and Ave B NW	Good overflow location for downtown office, downtown retail and Central Park events. Option for use weekdays, evenings, and Saturdays.
3. Bank of America	SW corner of Central Ave and 5th St. SW	Good location near Central Park and downtown retail. Option for night and weekend use.
4. First Baptist Church	NW corner of Avenue A SW and 2nd Street SW	Good location for employee permit parking during the business day and overflow parking for weekend festivals and events.
5. Adamson & Co., PA	NW corner of 2nd St. SW and Ave C SW	Good location near Grove Roots Brewery and growing 3rd St. retail. Option for night and weekend use.

Walker representatives understand a planned development scenario is has already been identified for the Wells Fargo Bank surface lot, however, other remaining sites present opportunities for public/private lease agreements to meet inventory needs as the downtown landscape changes and develops.

02 Demand Utilization

02 Demand Utilization

The weekday and weekend parking occupancy for on-street and off-street demand patterns is summarized in the following maps and tables. Walker representatives observed the most change throughout the four blocks between Avenue B NW and Avenue B SW for both on-street and off-street demand, representing typical parking demand in relation to the types of land uses within that area of downtown.

Friday March 18, 2022 – Midday

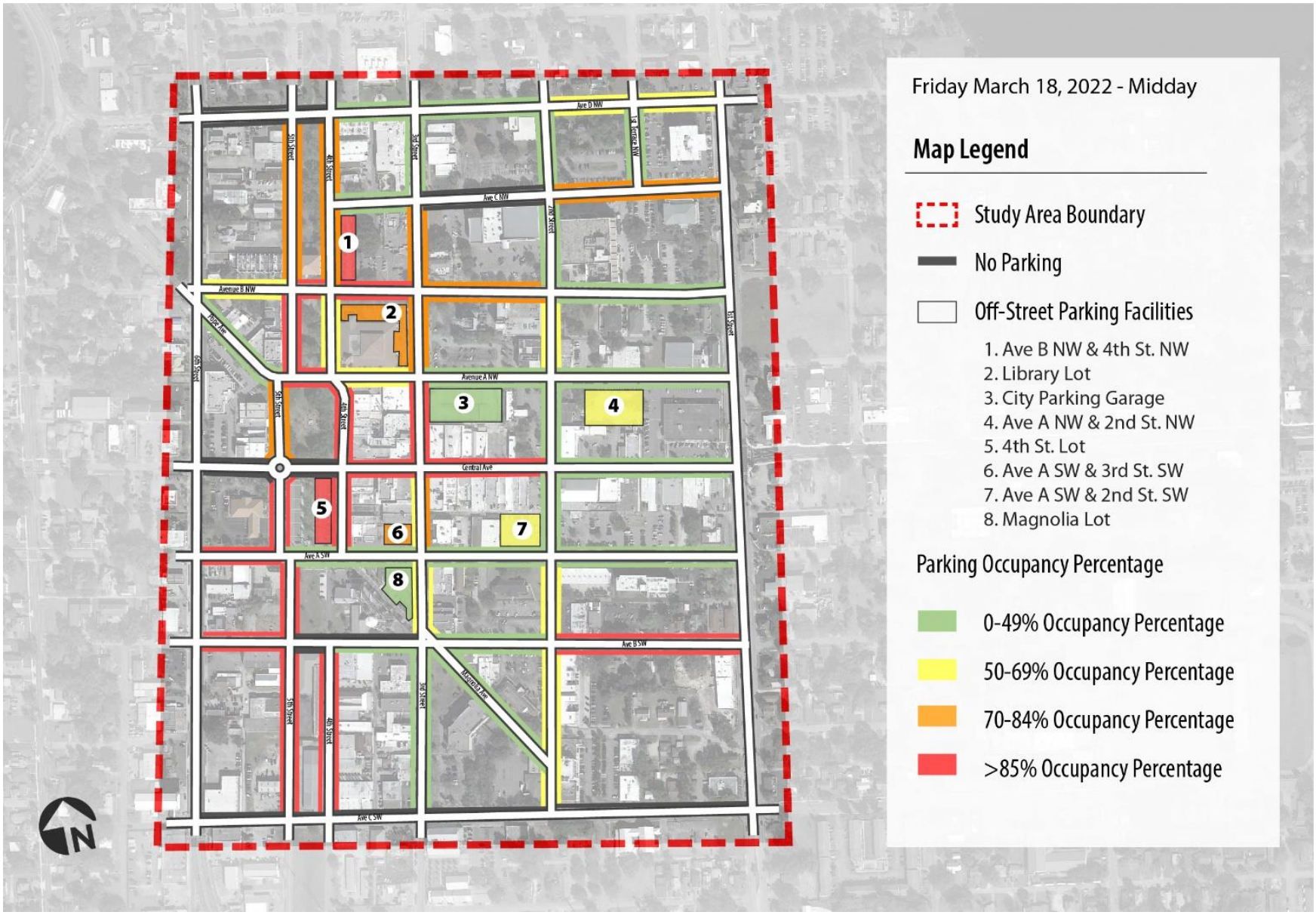
Observations

- Appeared to by a typical weekday lunch crowd with significant activity along the W Central Avenue and 4th Street corridor.
- Set-up for the weekend art festival was beginning with vendors looking to park vehicles to begin their tent set-ups.
- Central Ave was an active area with high activity near Adler's, Honeycomb Bread Company, and the Smokin' OX BBQ along Ave B SW.

Table 3: Parking Occupancy – Friday March 18, 2022 - Midday

Parking Occupancy – Friday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	511	61%
Off-Street	563	307	55%
Total	**1,396**	**818**	**59%**

Figure 3: Demand Utilization Friday March 18, 2022 – Midday



Friday March 18, 2022 – Evening

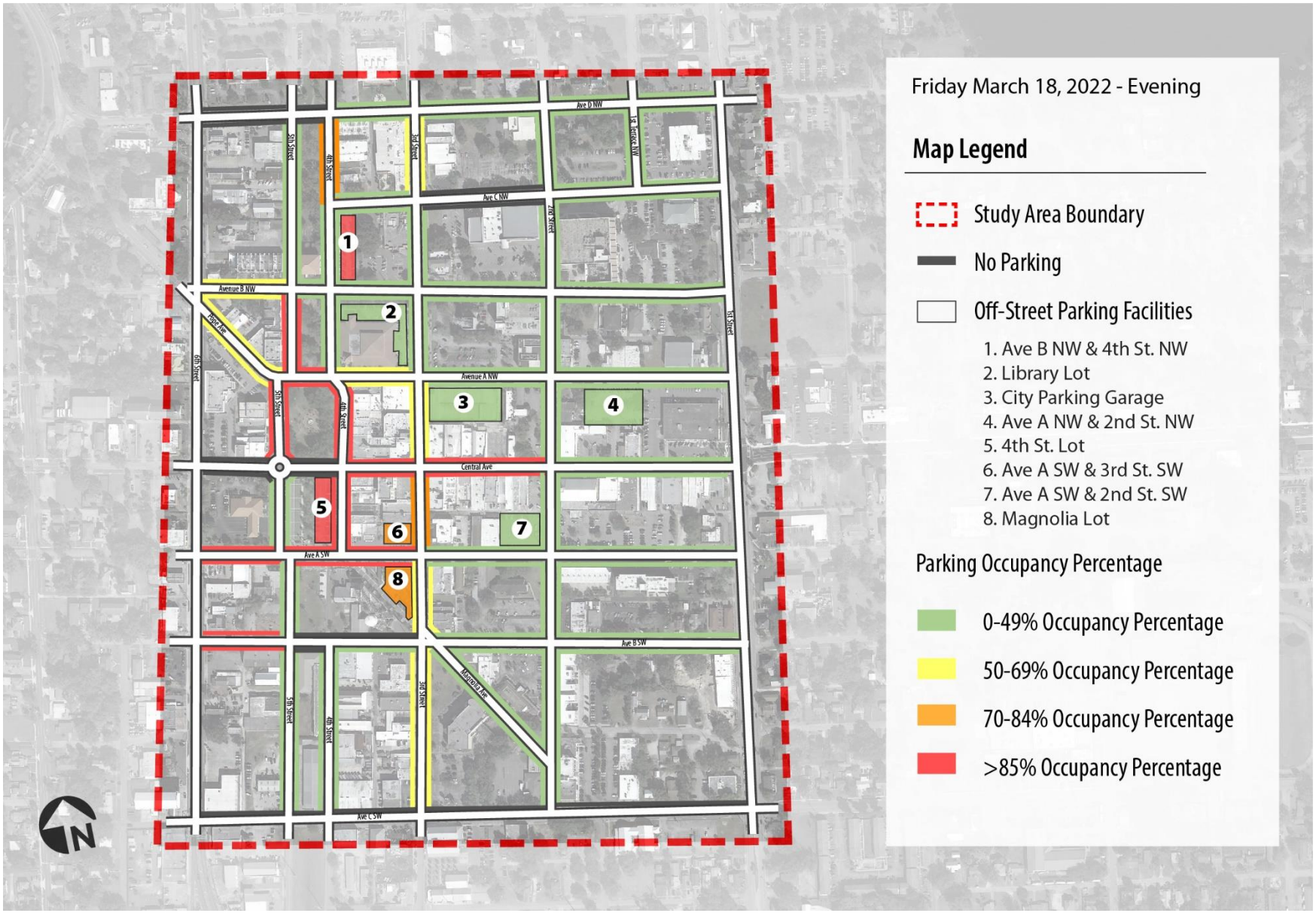
Observations

- Setup for weekend art festival continues with vendors occupying nearby parking inventory.
- Dinner crowd appeared to be somewhat diminished.
- Central Avenue and 4th Street continued to be the clear nexus of activity.
- While just outside the southern boundary of the study area, Grove Roots craft brewery had an extensive early evening crowd requiring overflow parking needs in the BB&T parking lot. The evening was pleasant, and many patrons were enjoying the outdoor space at the brewery.

Table 4: Parking Occupancy – Friday March 18, 2022 - Evening

Parking Occupancy – Friday Evening			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	367	44%
Off-Street	563	184	33%
Total	**1,396**	**551**	**39%**

Figure 4: Demand Utilization Friday March 18, 2022 – Evening



Saturday March 19, 2022 – Midday

Observations

- Active pedestrian engagement from both the Art Festival in Central Park as well as the Winter Haven Farmers Market on Avenue C SW and 3rd St. SW next to Grove Roots Brewery.
- Core parking areas fully utilized with a clear draw to the Art Festival.
- Haven Coffee Roasters was celebrating its 1-year anniversary with giveaways and family events.
- Northeast quadrant of the study area remained very underutilized in the absence of professional office, medical office, and clinic activity.

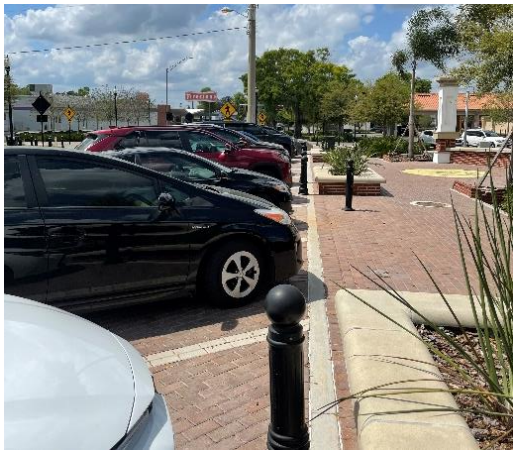


Table 5: Parking Occupancy – Saturday March 19, 2022 - Midday

Parking Occupancy – Saturday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	529	64%
Off-Street	563	238	42%
Total	**1,396**	**767**	**55%**

Figure 5: Demand Utilization Saturday March 19, 2022 – Midday

Saturday March 19, 2022 – Evening

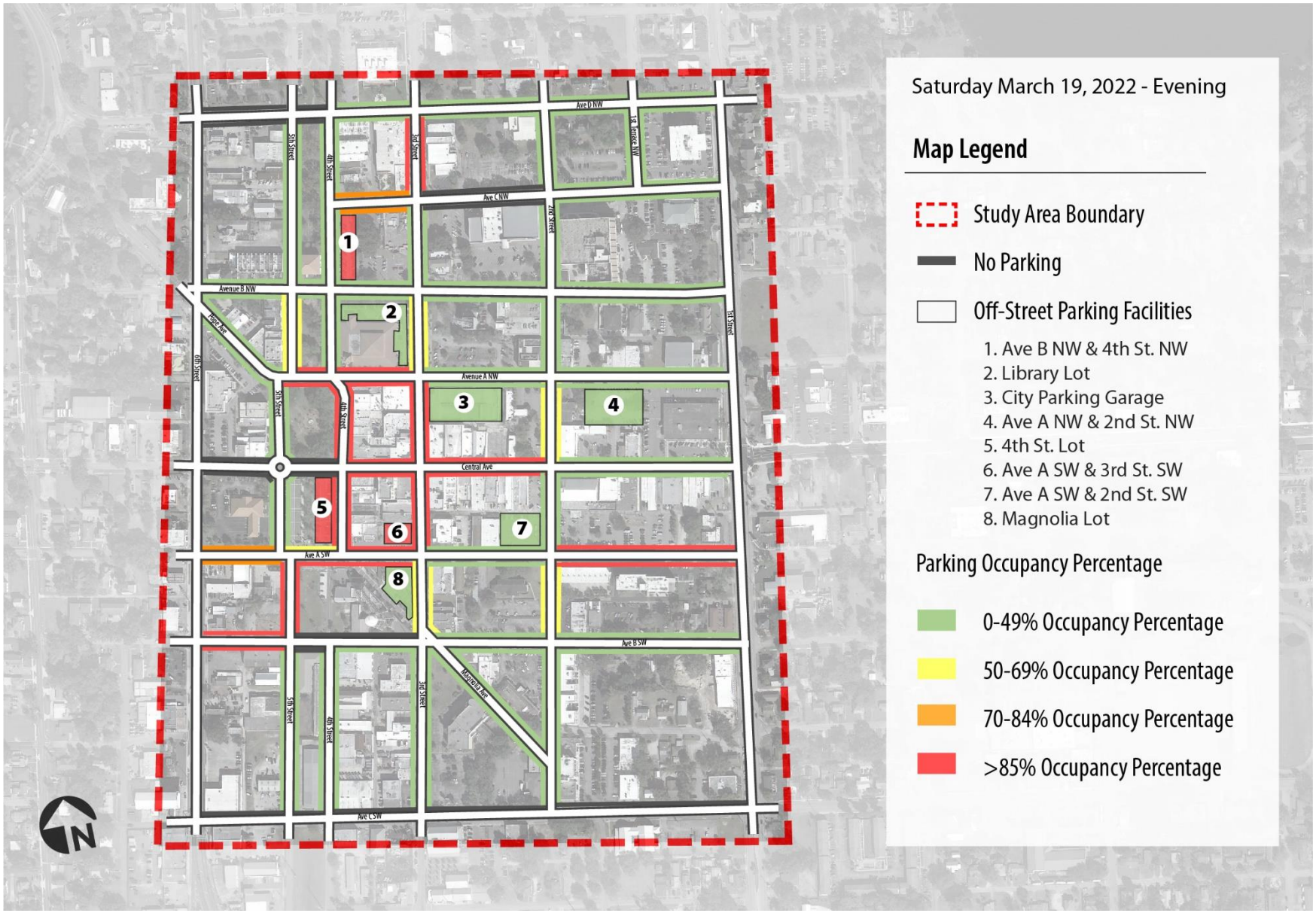
Observations

- Art Festival crowds were very light and beginning to disband by the time of the evening observations.
- The Historic Ritz Theater showcased the Amazing Scott McFall, nominated for the International Hypnotist Hall of Fame in 1998. Seating and parking provided a minimal impact to parking inventory.
- Core area (Central & 3rd St.) continued to remain at peak occupancy, however pedestrian activity is far less than earlier observation period.

Table 6: Parking Occupancy – Saturday March 19, 2022, Evening

Parking Occupancy – Saturday Evening			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	342	41%
Off-Street	563	157	28%
Total	**1,396**	**499**	**36%**

Figure 6: Demand Utilization Saturday March 19, 2022 – Evening



Thursday April 07, 2022 – Midday

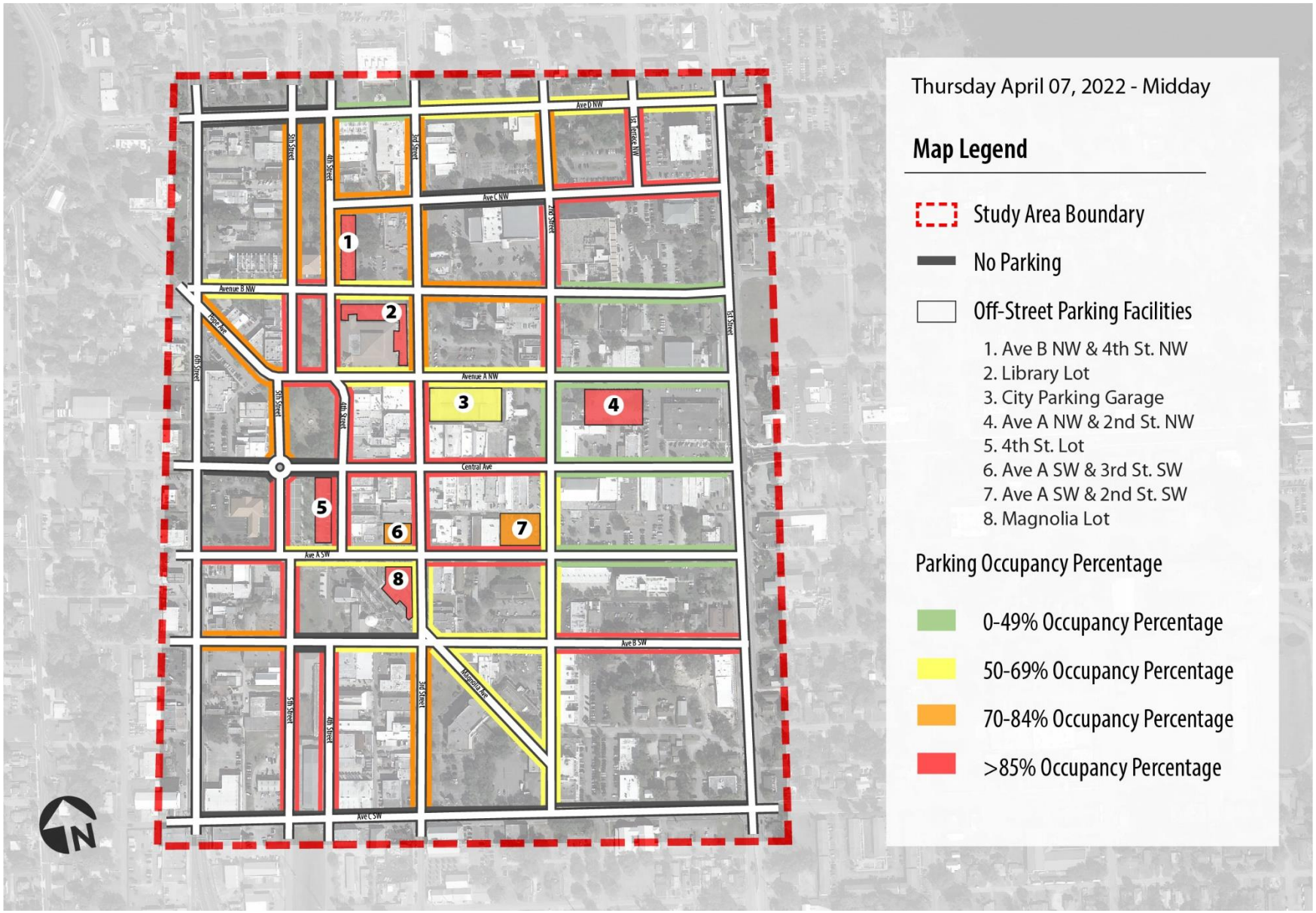
Observations

- As anticipated from previous stakeholder comments, much of the on-street inventory north of the City's parking structure (surrounding the commercial office properties) was significantly more utilized.
- Nearly all of the on-street inventory available on 3rd Street, 4th Street, and 5th Street was consistently utilized.
- All of the City's off-street parking locations with the exception of the City's parking structure were observed to be utilized beyond 85% capacity, signifying public parking inventory challenges in areas of commercial and office demand.

Table 7: Parking Occupancy – Thursday April 07, 2022, Midday

Parking Occupancy – Thursday Midday			
Parking Inventory		**Total Count**	**Occupancy %**
On-Street	833	590	71%
Off-Street	563	420	75%
Total	**1,396**	**1,010**	**72%**

Figure 7: Demand Utilization Thursday April 07, 2022 – Midday



Demand Utilization Summary

Table 8: Parking Occupancy Summary

Parking Occupancy – Summary											
Parking Inventory		**Friday Midday**	**Occ %**	**Friday Evening**	**Occ %**	**Saturday Midday**	**Occ %**	**Saturday Evening**	**Occ %**	**Thursday Midday**	**Occ %**
On-Street	833	511	61%	367	44%	529	64%	342	41%	590	71%
Off-Street	563	307	55%	184	33%	238	42%	157	28%	420	75%
Total	**1,396**	**818**	**59%**	**551**	**39%**	**767**	**55%**	**499**	**36%**	**1,010**	**72%**

Walker representatives learned the Winter Haven Arts Festival is considered to be one of the more active events within the downtown area each year. Observations by Walker representatives validated that the core parking inventory was heavily utilized. Core parking areas have been defined by the following roadway boundaries:

- Central Avenue, between 2nd St. SW and 4th St. SW
- 3rd St., between Avenue A NW and Avenue A SW
- 4th St., between Avenue A NW and Avenue A SW
- Avenue B SW, between 6th St. SW and 5th St. SW

As summarized from the conditions of our March 2022 site visit and subsequent April 2022 site visit, the overall parking inventory within the study area is considered to be reasonably utilized as the peak observation period noted a 72% parking occupancy of the available inventory. By these utilization standards, sufficient public parking inventory is available to meet today's needs of Downtown Winter Haven.

To some individuals, the perception of insufficient parking may be understandable given the observable availability of parking within the core areas of the study boundaries. There is plenty of available parking in the City parking structure, however several of the smaller visible surface parking areas and primary street corridors are sufficiently parked, giving motorists the sense that convenient parking is unavailable.

Compounding this perception, we recognize pockets of high utilization at points just outside the study area. Such pockets have created overlapping parking demand generators, creating multiple perceptions of insufficient parking supply versus a singular demand generator.

To alleviate this misperception, Walker representatives suggest a best practice strategy of implementing a real-time wayfinding and guidance solution. Such a solution would help motorists find the available inventory in the City parking garage as well as street parking spaces with the coordination of real-time digital display signs and a mobile app.

Walkability and Level of Service

Visitors, customers, and employees each have a unique perception of what is an acceptable parking location in relation to their destination. Employees can typically be encouraged to park farther away, while visitors and customers desire access to the closest parking available. In **Table 9**, walking times are presented to help provide a common context of acceptable walking distances from the proposed project site.

When considering factors that predict parking location utilization, Walker has developed a level of service (LOS) approach. One of the quantitative factors in this approach addresses the maximum walking distance from the parking location to the destination when the walking distance is outdoors and uncovered. To further serve the basis of this explanation, the exhibit below provides the walking distances associated with the level of service from parking location to destination.

Table 9: Minimum Walking Distance from Parking Location to Destination

Maximum Walking Distance	LOS D	LOS C	LOS B	LOS A
Within Parking Facilities				
Surface Lot	1,400’	1,050’	700’	350’
Structure	1,200’	900’	600’	300’
From Parking to Destination				
Climate controlled	5200'	3800'	2400'	1000'
Outdoors, covered	2000'	1500'	1000'	500'
Outdoors, uncovered	1600'	1200'	800'	400'

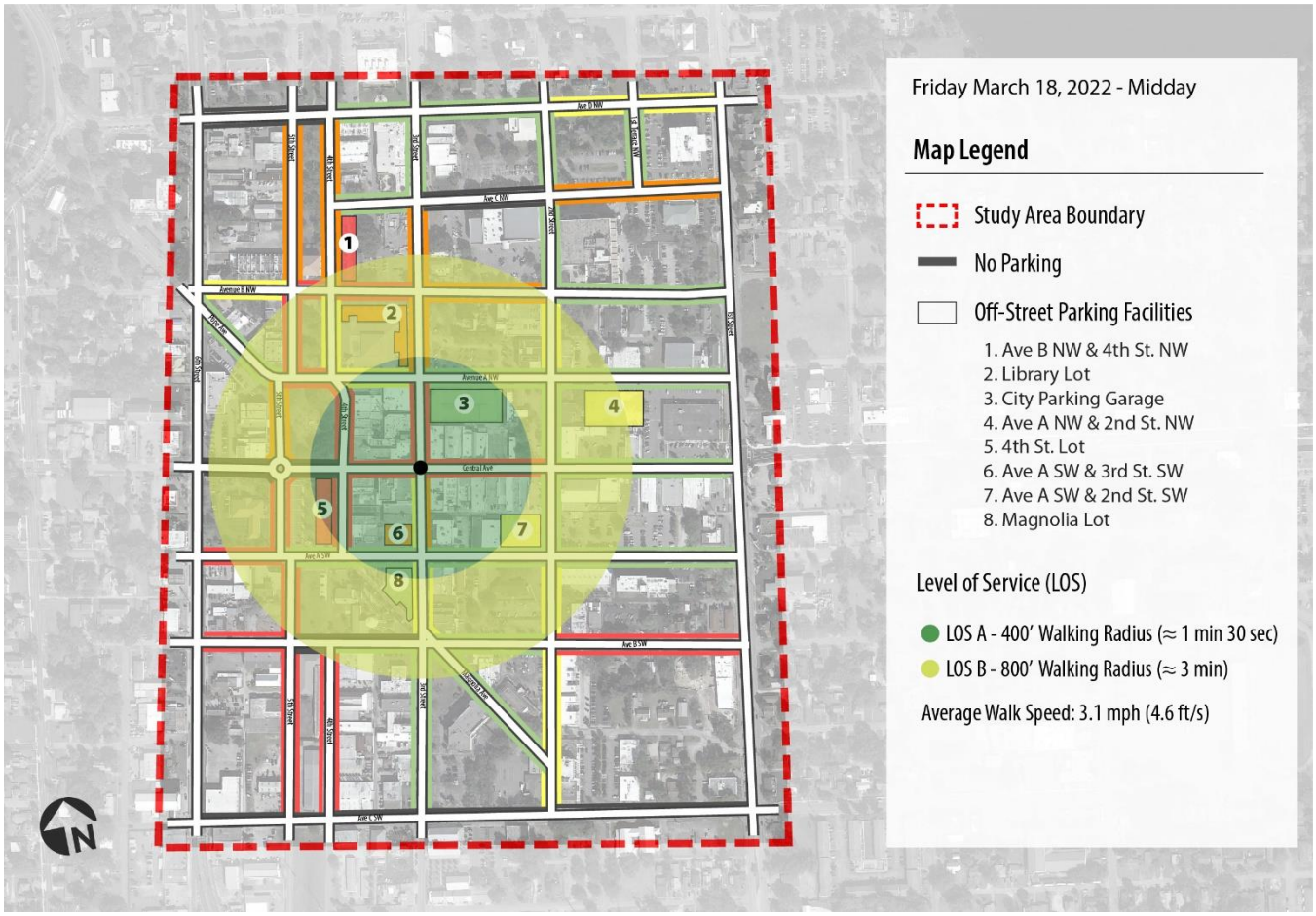
Source: Parking Structures Third Edition/Walker Consultants 2004

An outdoor, uncovered walking distance ≤400 feet is considered ideal for nearly all patrons and visitors electing to utilize a parking location, thus defined as a level of service A. Doubling this walking distance to 800 feet defines a level of service B. At this level of service, patrons begin thinking about other suitable parking options, if available. When comparing the level of service distances to a typical full blocks in Downtown Winter Haven, Walker estimates blocks running east/west measure an average distance of 400 to 440 feet, and north/south blocks measure 275 feet distance on average.

Figure 8 demonstrates the walking distances from the primary intersection of W Central Avenue and 3rd Street. To assist with an approximation of distance, Walker has created a series of circles reflecting distance from this intersection “as the crow flies”, measured in feet. It is important to recognize the distances defined by the circles do not consider actual pedestrian travel paths as required by sidewalks and prevented by building obstructions. With this in mind, Walker recommends uncovered walking distances within the 400’ circle as reasonably acceptable distances for a minimum Level of Service A. Dining and commercial retail locations outside of the 400’ circle may certainly consider the conditional use if no other reasonably-priced options are available, or unless additional proximate inventory is constructed. It should also be noted that Downtown Winter Haven has a walkability score of “74” as defined by walkscore.com. Scores between 70 and 89 are known to be very walkable, meaning that most captive activity within the area may be accomplished on foot.

Within the downtown core, parking inventory is still readily available within an 800 ft. radius of the intersection of Central Avenue and 3rd Street., with a significant inventory available in the City-owned parking structure. (See **Figure 3**) The 800 ft. radius represents the potential walking distance that is considered an acceptable "level of service" for most individuals.

Figure 8: Level of Service (LOS)



Under Walker's forthcoming *Phase 2: Parking Alternatives Analysis* portion of our engagement with the City, we will provide greater focus on the use of walkability and level of service methodologies as we work to identify alternate sites where added parking infrastructure may best serve the future development needs of Downtown Winter Haven.

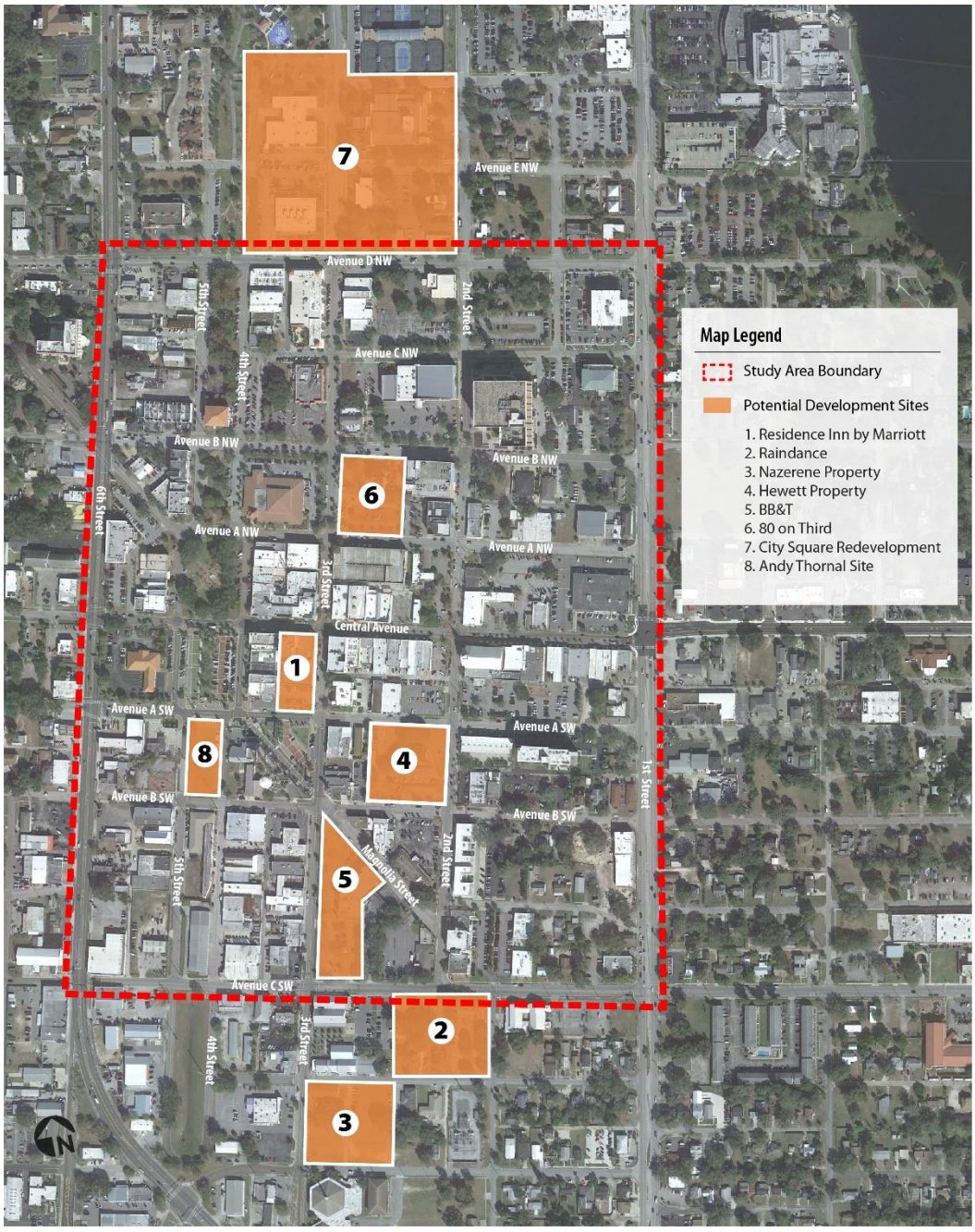
Our objective will require placing the center of the 800 ft. radius on each potential parking inventory site to demonstrate the walkability towards all viable destinations in downtown. We potentially intend to factor locations at or near the existing study boundaries.

03 Future Demand

03 Future Demand

Walker representatives met with several key downtown stakeholders and several of the known development partners seeking incentives and opportunities to move their projects forward with the City. During the process, we learned some development projects required the use of the City's public parking inventory while other projects suggested the loss of shared public parking inventory, placing a premium on the City's remaining public parking inventory.

Figure 9: Potential Development Sites (as of the date of this report)



01 Residence Inn by Marriott

One of the initial conversations centered around the development of a 131-room Residence Inn by Marriott with approximately 10,000-sf of restaurant and retail space on the ground floor. Planned for a location in the Central Business District (CBD) at the SW intersection of W Central Avenue and 3rd Street SW (shown as number 1 on **Figure 9**), the project suggests the redevelopment of a significant portion of a city block. **Figure 10** provides an aerial view of the project site, identifying exiting buildings and a City-owned and operated surface parking lot.

Figure 10: Hotel Project Location Aerial View

Source: Onicx Group November 2021

Prior to any redevelopment plans, the project site's existing land use offers 44,575-sf of office space and 12,155-sf of retail space, suggesting a need for 134± parking spaces to meet the needs of the office employees and 49± parking spaces to meet the needs of the retail customers and employees. Certainly, the application of shared parking principles and captive use by other land use patrons could reduce these overall numbers by time of day and day of week. As an example, office parking needs will be significantly lower during the evenings and weekends, while retail needs will be significantly greater during these same activity periods. Recognizing the sheer size of office space, our model increases the employee base parking ratio of from 3.0 spaces to 3.41 spaces per thousand square feet of office. As such, we project the need for as many as 200± parking spaces during a typical peak weekday hour at 2:00 p.m. when the office space is fully leased and built out. (166± parking spaces for the office use and 44± parking spaces for the retail use)

Walker representatives understand the plans for the new hotel site will include the planned use of 131 rooms, a 50-seat restaurant without a bar, a 25-seat restaurant with a bar, and as much as 5,000-sf of retail space. While much of the hotel restaurant activity will be typically captive to the hotel guests, some external demand could be generated as a result of the quality and type of the restaurant. As an example, chef-owned restaurants, as opposed to commercially operated chain restaurants, tend to attract demand which is not necessarily captive to the hotel. It should also be recognized that Walker's methodology uses a base parking ratio relative to the amount of square feet per restaurant. Actual demand, versus code-approved use, is often not tied to individual seating, but rather occupied space related to patron waiting or gathering areas and number of employees working within the 'front of the house' (maître d' and hostess) and 'back of the house' (kitchen).

Walker's research projects a general rule of thumb relative to 25-sf per seat to project the dining and service areas without including restrooms, office, storage, cleaning supplies, equipment and kitchen. Using a 50-seat restaurant model, we would assume a dining and service area equivalent to 1,250-sf. When we apply our base ratio of 13 to 17 spaces per thousand square foot, we would assume a range of 16 to 22 spaces required for restaurant patrons only. Additional parking inventory would be required for management, wait staff, and service staff when alternate forms of transportation are not prevalent within the community.

Under Walker's shared parking model approach, we project a typical demand for as many as 145± parking spaces during a typical peak hour demand at 8:00 a.m. on a weekday and a weekend. This collective demand accounts for the morning meal period, overnight hotel guests, and employee parking needs to serve the hotel and dining amenities. When compared to the existing land use parking needs of 200± parking spaces, we recognize a net need of (-55) parking spaces to satisfy the new development.

This project requires the removal of the public parking inventory in the City's 18-space surface parking lot located at the northwest corner of Avenue A SW as well as the removal of four (4) parallel parking spaces along 3rd Street which will be used for valet parking services. While the planned project suggests a lesser demand for public parking infrastructure by as many as 55± parking spaces, the loss of twenty-two (22) public parking spaces creates a net need of 33± public parking spaces.

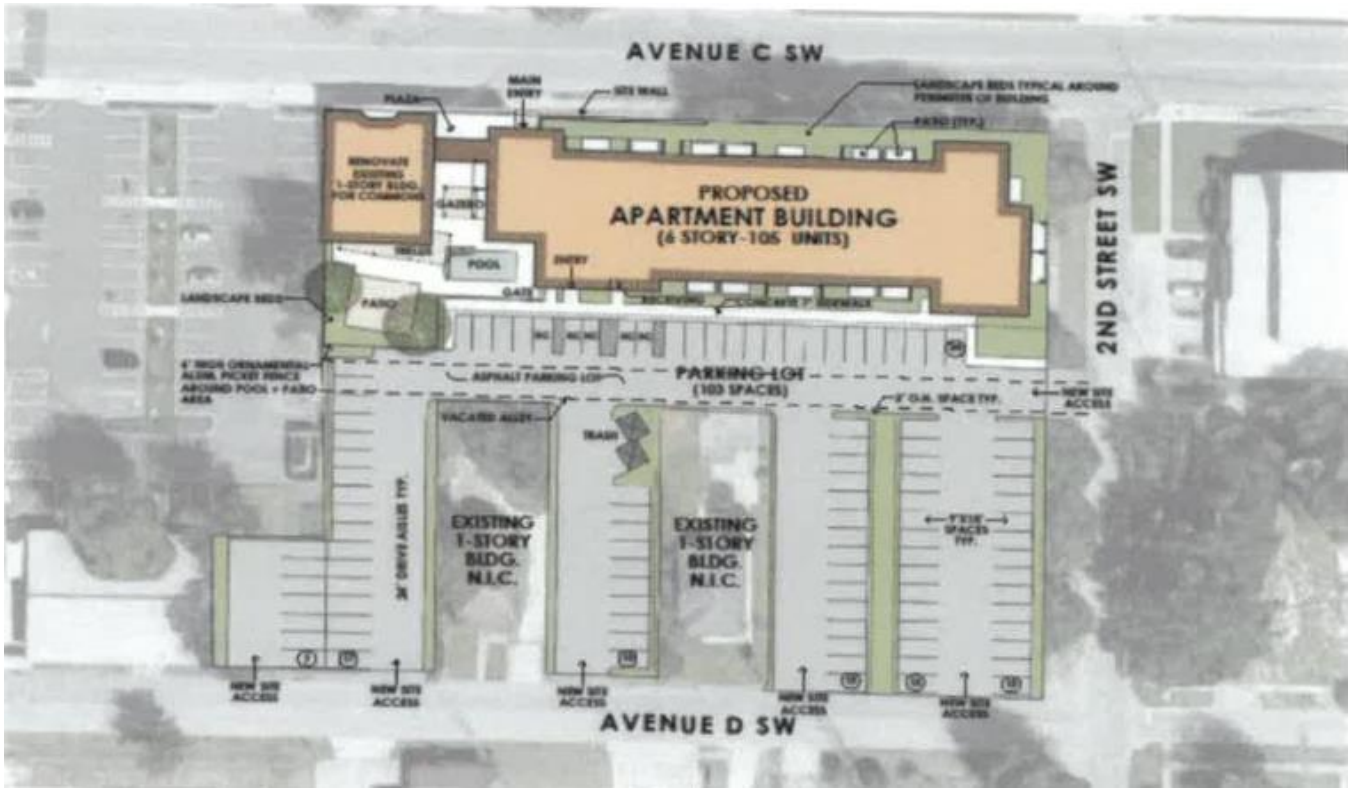
Existing Land Use Parking Projections: (Office and Retail)	200± parking spaces
Proposed Residence Inn Parking Projections: (Hotel rooms, Dining, and Retail)	145± parking spaces
Net Reduction for Public Parking Demand	55 public parking spaces
(-) Loss of Public Parking Infrastructure: (Hotel Development Plans)	22 public parking spaces
Total Net Reduction for Public Parking Demand:	**33 public parking spaces**

02 Raindance

The Raindance apartment building (identified as number 2 on **Figure 9**) is currently under development with six floors and 105 one-bedroom and two-bedroom units. This development is planned to provide 103 surface parking spaces, which may not quite meet the anticipated demand of residents by approximately 20-30 parking spaces depending on the residential unit mix. Accommodating residential visitors will require 10± additional parking spaces.

Expected completion: October 2022

Figure 11: Design Plans for the Raindance Development Project



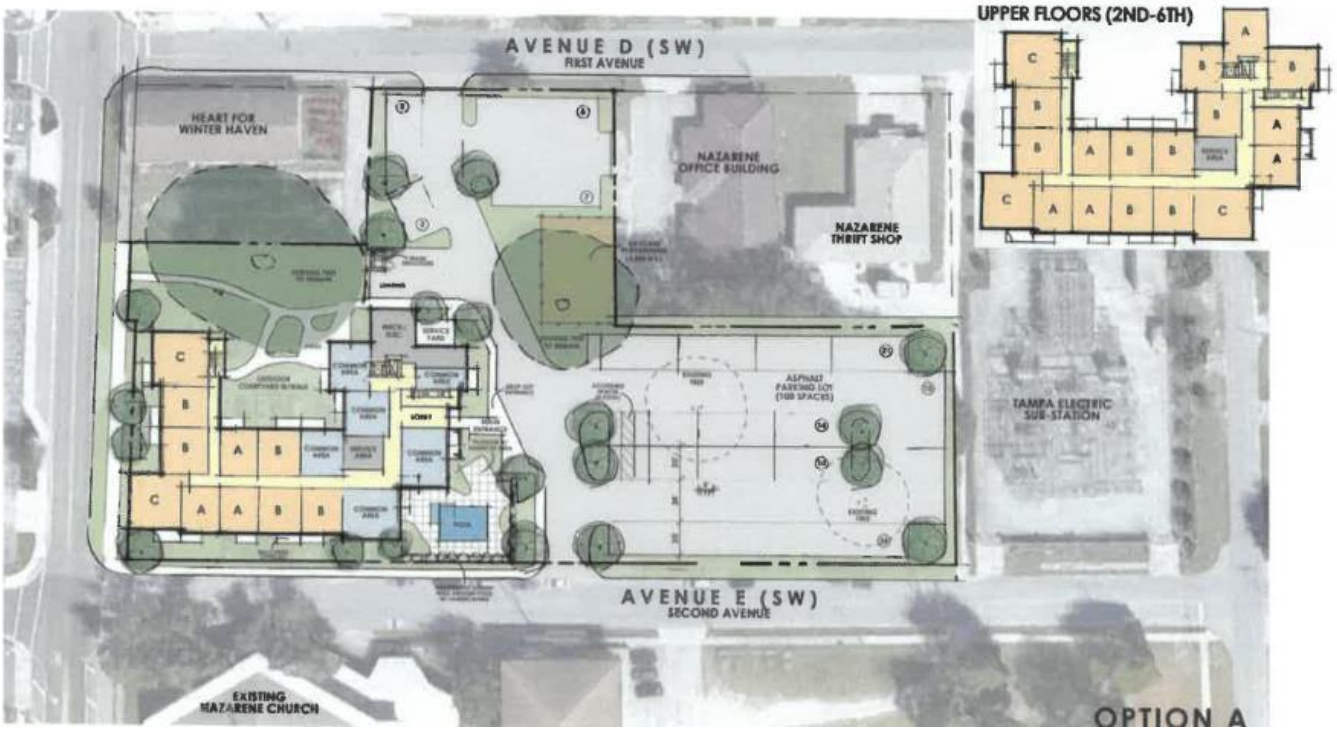
Source: Six/Ten LLC; January 2021

The development of this six-story residential property suggests the added need of additional parking spaces to meet the needs of any planned multi-bedroom units. By typical standards, a measurement of 1.5 spaces per unit is an acceptable benchmark starting point. Through Walker's extensive planning research and review of thousands of residential developments we have realized as few as 0.85 to 0.9 spaces per efficiency and one-bedroom units and as many as 1.65 parking spaces per two-bedroom units. The findings are adherent to a percentage of some turnover and vacancies as well as the collective mix of single and paired residents electing to occupy the one- and two-bedroom units. Under this scenario, Six/Ten LLC suggests a need for additional public parking infrastructure to support additional vehicle needs and the growing potential for visitor parking inventory.

03 Nazarene Property – Raindance II

Similar to Raindance, with a yet to be determined residential unit mix, this development will also have six floors. Initial plans suggest a 105-space surface parking lot. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 3 on **Figure 9)**

Figure 12: Design Plans for the Nazarene Development Project



Source: Six/Ten LLC; January 2021

Both the Raindance and the Nazarene Properties are located just outside of the southern boundaries of the study area, suggesting a heavy residential concentration between Avenue C SW and Avenue D SW. Paired with a potentially known residential development for the BB&T site (discussed later in this section), we would anticipate a sudden densification in the southern end of the downtown. When this type of planned growth occurs, we typically see the development of retail and entertainment destinations to serve the needs of the built-in resident base. As with the case with the Grove Roots Brewing Company, much of today's consumer and patron traffic has made its way to this destination form parts outside of the downtown area. Some of today's businesses within this area may decide the changing development landscape does not meet their business goals, or they may recognize the opportunity to sell may allow for their business model to relocate to a newer more efficient building and location. When this happens, developers will be quick to take advantage of the market to add community economic value where possible. To be prepared for the impact of this organic growth, we recommend the City may want to explore opportunities for a public/private partnership to not only support the development projects, but more importantly maintain reasonable public parking inventory levels.

Neither of these two planned residential developments require the removal of any existing public parking infrastructure.

04 Second Street Hewett Property

This development will be a mixed-use property with first floor retail of approximately 7,500 square feet and multi-family residential units. As plans are being developed, it is unclear as to the net parking inventory effect this development will have on demand and inventory. There are indications that a parking structure will be included to serve the base parking ratio needs of the residential component while retail parking ratios may need to be satisfied by the nearby public parking infrastructure. (Identified as number 4 on **Figure 9)**

Figure 13: Design Plans for the Second Street Hewett Property

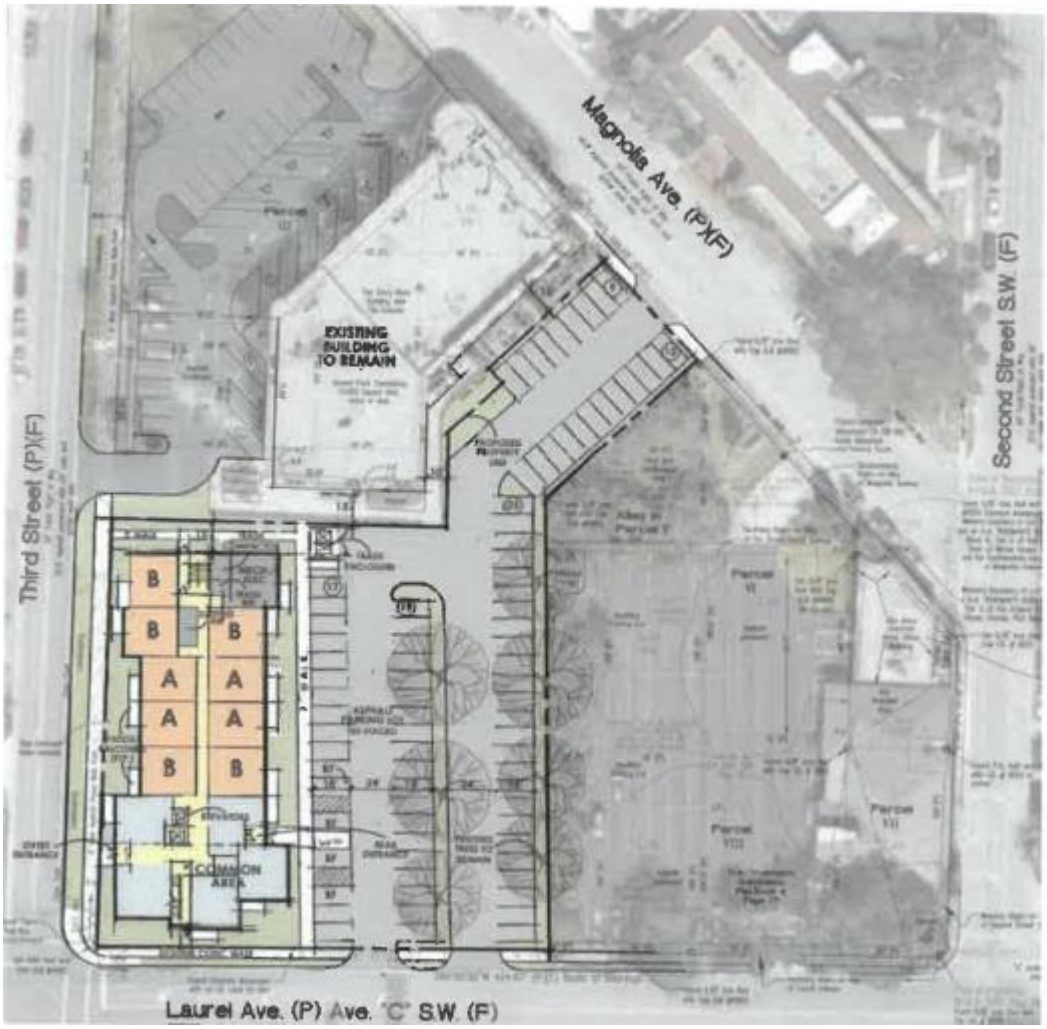
Source: Six/Ten LLC; January 2021

This property has designs for the redevelopment of the Dr. Hewett's Implant and Comprehensive Dentistry site located between Avenue A SW and Avenue B SW along 2nd Street SW. The site offers a convenient location for added off-street parking inventory and may serve as one of the best options to support connectivity between the central portion of the study area and the southern portion. The site doesn't remove any existing public parking, infrastructure but could provide a convenient option for nearby planned retail and restaurant activity along 3rd Street SW, such as the planned Lucille's American Café at the corner of Avenue B SW and 3rd Street SW and others.

05 BB&T Property

Plans for this development project call for a mixed-use property with commercial tenant space alongside multi-family residential units. Intentions are to provide a permanent home for Winter Haven's Saturday Farmer's Market while maintain the existing BB&T building structure. As plans are being developed, its is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 5 on **Figure 9**)

Figure 14: Design Plans for the BB&T Property



Source: Six/Ten LLC; January 2021

As it exists today, Walker representatives understand the BB&T building offers three floors of leasable office space for a combined 44,050-square feet. Leasing information provided by www.officespace.com promotes a base parking ratio of 5 spaces per each thousand square feet of leasable space, suggesting a need for 220± parking spaces. Using Walker's methodology, we project a need for as many as 160± parking spaces using a base parking ratio of 3.62 parking spaces per each thousand square feet of leasable space. By these standards, sufficient parking may not be available to meet the needs of the planned residential development, the BB&T office space, and the potential visitor impact to the redevelopment of the south end of the downtown core.

While the potential exists for the Winter Haven Farmer's Market to be positioned in the proposed surface parking in the northern triangle portion of this site, we also want to recognize a shared use potential for a public/private parking structure on this site. Office personnel could enjoy the use of 160 to 220 parking spaces during the business day while this same inventory could be made available for dining and entertainment needs on evenings and weekends. Residential parking needs at this site should be designed under a "nesting" scenario with credential access only.

06 Third Street (Wells Fargo) Property

Plans for this development project call for 60 to 80 multi-family units. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory. (Identified as number 6 on **Figure 9)**

Figure 15: Design Plans for the Third Street (Wells Fargo) Property

Source: Six/Ten LLC; January 2021

Walker representatives understand this proposed plan will eliminate a significant portion of the privately controlled parking inventory on the existing Wells Fargo surface parking lot. It is perceived that much of this inventory today meets a fair amount of permitted professional employee parking needs in the immediate vicinity as well as some visitor parking needs. The site does not appear to be enforced or regulated other than by suggested signs placed at entry and exit driveways.

During our site visit to conduct utilization levels, we did not observe this location to be utilized at capacity during the business day. However, we do recognize our observations were conducted on a Friday in the spring. Adding any commercial retail use to this site would push a need for public parking utilization to limited on-street parking inventory along Avenue B NW and portions of 3rd Street northwest of Avenue B. In this instance, use of the Heartland Church parking inventory could be utilized to meet the local parking demand during the church's non-operating hours. Walker representatives believe the church could stand to gain financially from a shared parking agreement with some of the local employers.

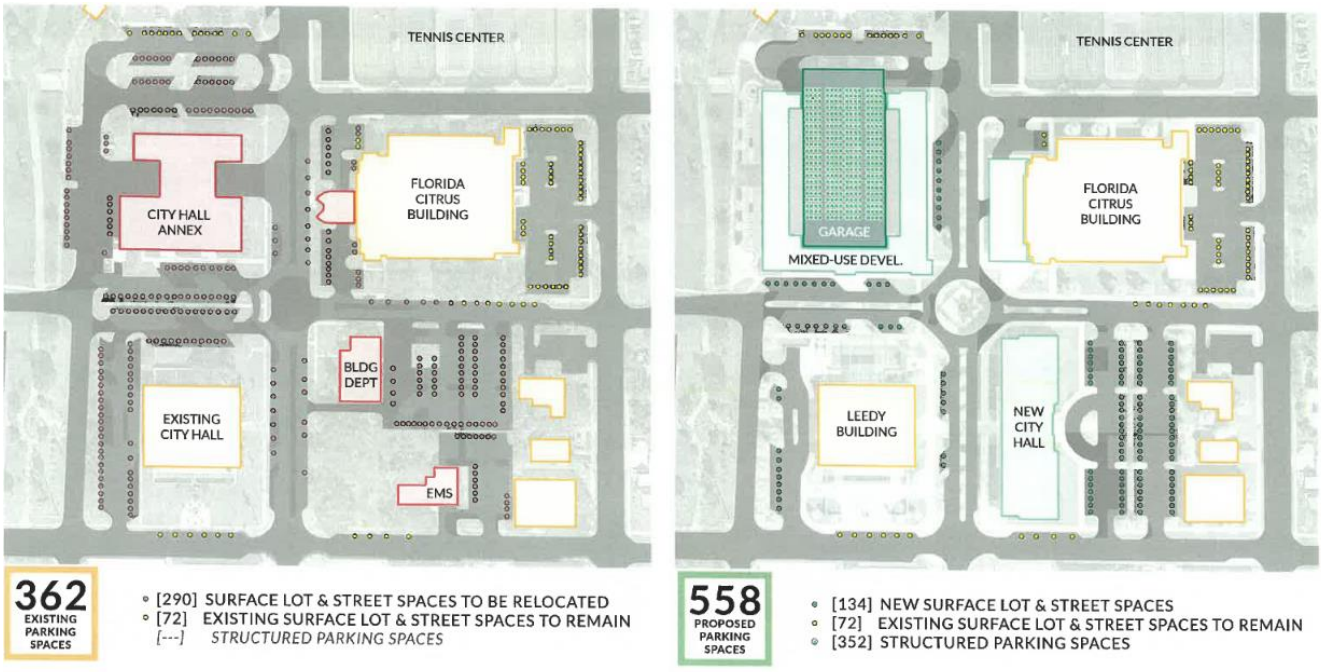
07 City Square Master Plan

This proposed development plans encompass the existing Winter Haven City Hall campus and the Florida Citrus Building, which no longer meets the functional needs for the City and ultimately connects the downtown business and commerce area to the south with a parks, recreation, and cultural area to the north. Details of the project include the following:

- Construction a new, smart City Hall of 65,180 ± square feet.
- Restoration the Leedy Building (current City Hall) to create 4,433± square feet of restaurant space and 4,433± square feet of Art Gallery space, along with outdoor event space and a sculpture garden.
- Replacement the current City Hall Annex with a mixed-use retail and multi-family residential building, wrapping a parking garage that will sever the campus parking needs.
- Renovation the Florida Citrus Building that will supply 70,000± square feet of event space to hold public and private community events.
- Construction of a new shared-use parking structure, providing 352 spaces for 70-90 residential units and 24,000-sf of retail space on the City Hall Annex site. Conceptually, as many as 150± public parking spaces may be available for public consumption after initial development needs have been satisfied.

A net gain of 196± public parking spaces is planned to be achieved as a result of this development. (Identified as number 7 on **Figure 9)**

Figure 16: City Square Master Plan Aerial View



Source: Straughn Trout Architects; May 2021

08 Andy Thornal Site

This Andy Thornal property shown in **Figure 17** and highlighted in red delineation depicts an unimproved green field space available for potential development. To assist with parking inventory deficiencies south of Avenue A, Walker representatives recommend the opportunity to improve the rights of way along 5th Street and 4th Street to incorporate angle parking in a similar manner that compliments on street parking in the adjacent block, north of Avenue A.

A net gain of 48± public parking spaces is planned to be achieved as a result of this opportunity. (Identified as number 8 on **Figure 9)**

Figure 17: Andy Thornal Plan Aerial View

Source: Walker Consultants; 2022

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November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase Two deliverable for the Parking Alternatives Analysis in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

WALKER CONSULTANTS

November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase Two: Parking Alternatives Analysis
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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Executive Summary

With an understanding gained from the completion of the *Phase 1 Parking Supply and Demand Analysis* initial draft report dated April 15, 2022, Walker representatives have assembled a series of alternative site design concepts for improving the current parking conditions and meeting future parking demand efficiently and cost effectively. The concepts are founded upon a potential public and private partnership in accordance with proposed redevelopment plans shared by local private developers. Specifically, redevelopment sites identified in the following graphic and identified as the Hewett Property (#4) and the BB&T Property (#5). Additional public parking infrastructure should be considered as part of the development of the City Hall site identified as the City Square Redevelopment property (#7), the rights of way surrounding the Andy Thornal property (#8) and other privately operated locations north of Avenue D NW.

Potential Development Sites for Public and Private Partnership Opportunities

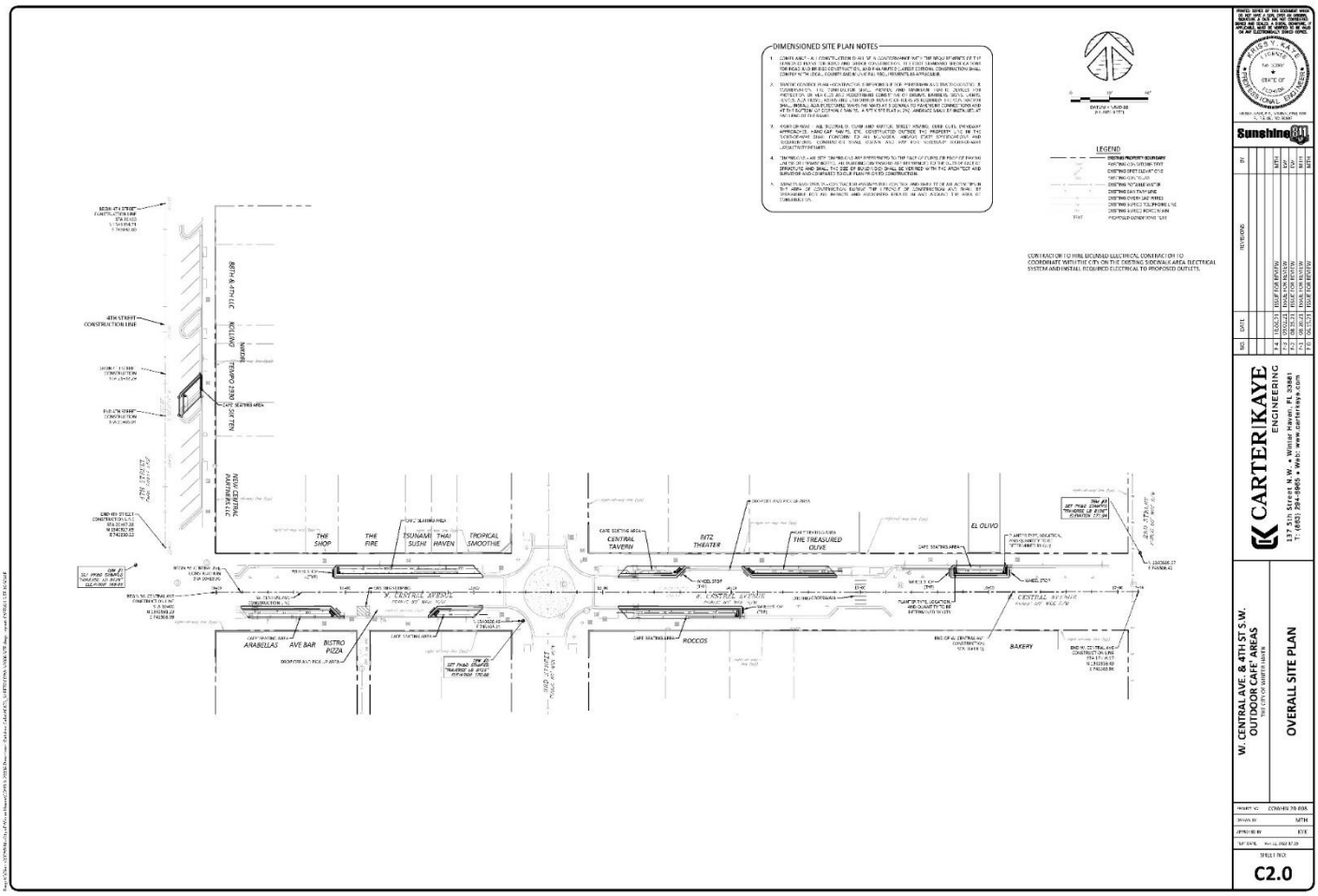
Source: Walker Consultants 2022

Parking Inventory Impact

In addition to the alternate site concepts discussed in this report phase, Walker representatives understand the Residence Inn by Marriott will have an adverse impact on parking inventory. With the planned development, the project proposes the need to use four (4) on-street parking spaces on the west side of 3rd Street SW between Central Avenue and Avenue A SW. These spaces are planned to be used for valet parking pick up and drop off needs as well as guest check in and check out purposes.

Additionally, the City is working Carter/Kaye Engineering to develop an outdoor café plan along Central Avenue and 4th Street. The rendering below depicts a concept plan to create eight (8) permanent parklets for outdoor dining purposes, extending the seating capacity of the restaurants along Central Avenue. Implementation of this outdoor café plan eliminates as many as twenty-two (22) on-street spaces for the parklet cafes and removes as many as two (2) additional spaces that will serve the arrival and departure needs for the Historic Ritz Theater.

When paired with the loss of inventory created by the Residence Inn by Marriott project, the Central Avenue and 3rd Street corridor are projected to lose as many as twenty-eight (28) on-street spaces.



01 Alternatives Site #1

01 Alternatives Site #1

Conceptual private redevelopment plans for the Second Street Hewett Property suggest a design for a mixed-use property with first floor retail of approximately 7,500 square feet and multi-family residential units. As plans are being developed, it is unclear as to the net parking inventory effect this development will have on demand and inventory. There are indications that a parking structure will be included to serve the base parking ratio needs of the residential component while retail parking ratios may need to be satisfied by the nearby public parking infrastructure.

Figure 01: Design Plans for the Second Street Hewett Property

Source: Six/Ten LLC; January 2021

This property has designs for the redevelopment of the Dr. Hewett's Implant and Comprehensive Dentistry site located between Avenue A SW and Avenue B SW along 2nd Street SW. The site offers a convenient location for added off-street parking inventory and may serve as one of the best options to support connectivity between the central portion of the study area and the southern portion. The site does not remove any existing public parking, infrastructure but could provide a convenient option for nearby planned retail and restaurant activity along 3rd

Street SW, such as the planned Lucille's American Café at the corner of Avenue B SW and 3rd Street SW and others.

Anticipating a design for 100± residential units, Walker estimates a high-level need for as many as 150± parking spaces to serve the residential development needs. Depending on the actual residential unit mix, this estimate may fluctuate. A decrease in unit size equivalent to a greater mix of studio and micro units would potentially lower the amount of parking needed to support a viable residential program at this location. At this time we are assuming an average base ratio of 1.5 spaces per each residential unit to accommodate a balanced mix of residential units.

Figure 02: Second Street Hewett Property Site Aerial

Source: Walker Consultants 2022

Conceptual redevelopment plans suggest the design for a multi-level parking structure on this site with limited vehicular access from the south at an entry and exit portal along Avenue B SW. Access from the north along Avenue A SW is currently restricted by the design of 4,700± square feet of street level retail.

Site dimensions for the parking structure suggest a two-bay parking module design allowing for ninety-degree angled parking on the parking ramp bay and the flat parking bay. Pedestrian stair tower access would be offered at both the north and the south end of the structure by building code. At a minimum, a single elevator tower with two elevator cabs would be preferred. Consideration should be given toward adding a second elevator tower as additional parking levels are added to the structure.

Walker representatives also recognize the opportunity to add structured parking inventory at this site as an option to support the parking needs for the proposed Residence Inn by Marriott planned for the corner of West

Central Avenue and 3rd Street SW. In support of this redevelopment site, Walker representatives have prepared the following conceptual design offering a minimum of 78± parking spaces per each level.

Figure 03: Structured Parking Conceptual Design – Second Street Hewitt Property

Using the conceptual design shown in **Figure 03**, a ground plus three supported levels would provide as many as 312± parking spaces, of which 150± would be set aside for the residential development, 114± would be set aside

to meet the guest valet parking needs of the hotel, and the remaining 48± parking spaces would be dedicated to the City's public parking inventory needs. Adding a fourth supported level would increase the public parking inventory from 48± parking spaces to 126± parking spaces and increase the total facility parking space count to 390± parking spaces.

Additional design layouts for this site could include the following enhanced options:

Design Option #1

Modify the retail space at the northern ground tier location to enable the design of a second vehicular entry and exit portal at this location would allow for greater access to this site from Avenue A SW. Adding a second vehicular entry and exit portal at this site could also enable a more direct valet driving route should the Residence Inn by Marriott elect to partner with the developer and the City for maximizing parking inventory at this convenient location.

Design Option #2

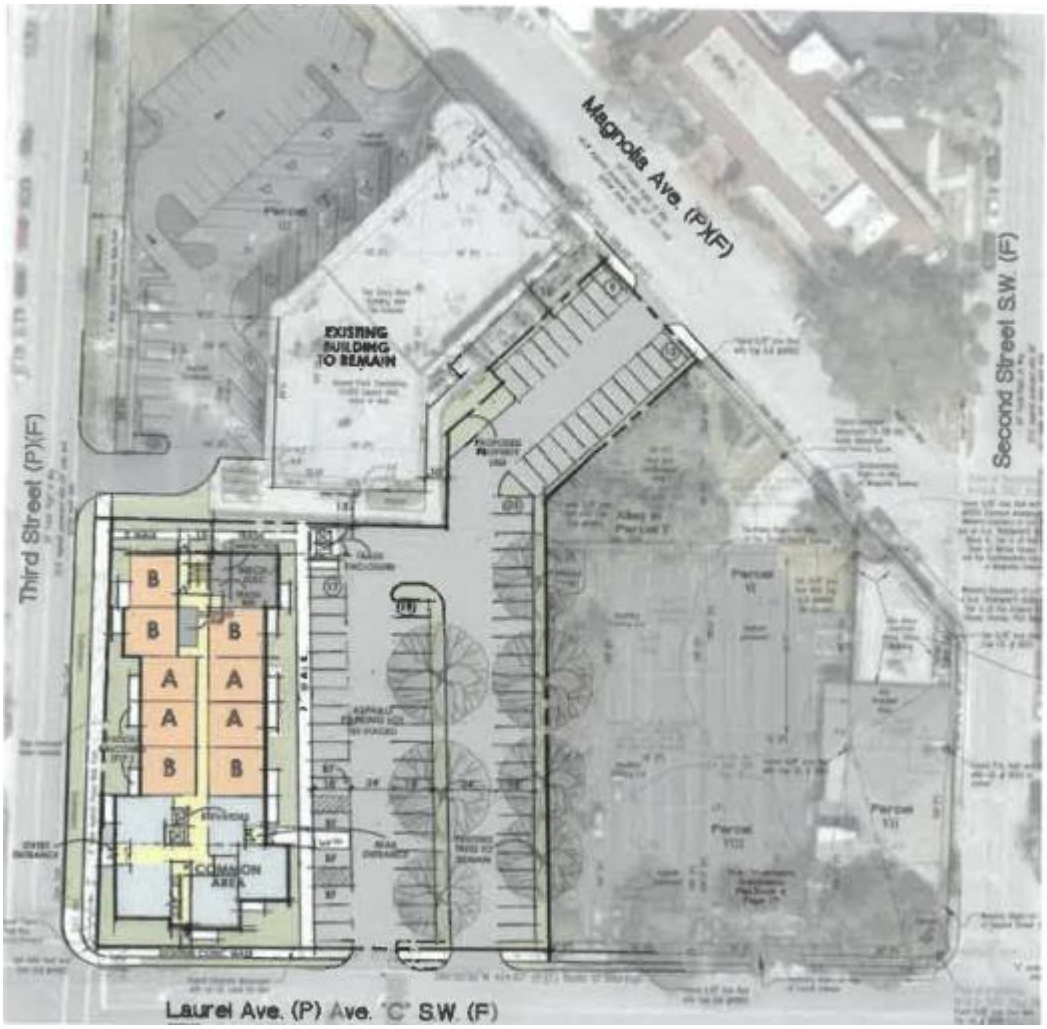
Extend the initial supported level floor layout (Level 2) over the northern ground tier retail space to enable an extended parking bay at each of the supported levels. Doing so would require a parking structure design that allows for the clearance of the occupied retail space at the ground tier. The advantage of designing a higher clearance on the ground tier will enable the structure to potentially house larger commercial and service vehicles which are typically unable to access 7" clearance limitations.

02 Alternatives Site #2

02 Alternatives Site #2

Conceptual private redevelopment plans for the BB&T Property suggest a mixed-use property with commercial tenant space alongside multi-family residential units. Intentions are to provide a permanent home for Winter Haven's Saturday Farmer's Market while maintaining the existing BB&T building structure. As plans are being developed, it is unclear as to the net parking space effect this development will have on demand and inventory.

Figure 04: Design Plans for the BB&T Property



Source: Six/Ten LLC; January 2021

As it exists today, Walker representatives understand the BB&T building offers three floors of leasable office space for a combined 44,050-square feet. Leasing information provided by www.officespace.com promotes a base parking ratio of 5 spaces per each thousand square feet of leasable space, suggesting a need for 220± parking spaces. Using Walker's methodology, we project a need for as many as 160± parking spaces using a base parking ratio of 3.62 parking spaces per each thousand square feet of leasable space. By these standards, sufficient parking may not be available to meet the needs of the planned residential development, the BB&T office space, and the potential visitor impact to the redevelopment of the south end of the downtown core.

While the potential exists for the Winter Haven Farmer's Market to be positioned in the proposed surface parking in the northern triangle portion of this site, we also want to recognize a shared use potential for a public and private parking structure on this site. Office personnel could enjoy the use of 160 to 220 parking spaces during the business day while this same inventory could be made available for dining and entertainment needs on evenings and weekends. Residential parking needs at this site should be designed under a "nesting" scenario with credential access only.

Conceptual redevelopment plans suggest the design for two separate surface parking lots on this site with multiple vehicular access points from all side of the property, to include Magnolia Avenue to the northeast, Avenue C SW to the south, and Third Street SW to the west. Neither of the two surface parking lots are connected, and motor vehicle access requires exiting one surface parking lot before entering the second surface parking lot.

To meet the proposed redevelopment parking requirement needs for this site, Walker representatives have prepared the following conceptual design offering a minimum of 93± parking spaces at grade level and 114± parking spaces per each supported level. The design of a three-bay parking structure at the northeast corner of 3rd Street SW and Avenue C SW would require the relocation of the proposed residential development to align itself along the northwest portion of the BB&T parcel where the exiting triangular green space exists today, allowing for a unique pedestrian connection opportunity with the existing BB&T building.

The shift of this originally proposed design would adequately allow for the construction of 321± space parking structure (grade plus two supported levels), of which 150± parking spaces could be set aside for the dedicated use of the resident parking needs. The remaining 171± parking structure spaces could be utilized by the BB&T building tenants during the weekday business hours and subsequently shared with the late afternoon and evening retail and dining customers. Additionally, all 171± parking spaces would be available for public parking consumption on Saturdays and Sundays when office tenant activity is at negligible use.

Under the design of a parking structure at this location, motorists would have the ability to access the parking inventory in the same manner as they would if the conceptual surface parking lot design remained in place, recognizing that all of the proposed structured parking inventory would be accessible regardless of which entrance the motorists chooses. The vehicular entrance and exit from Magnolia Avenue would be designed to have a setback from Magnolia, allowing for the potential of visitor, or short-term surface lot parking. Figure 04 demonstrates the potential for this Magnolia Avenue surface lot concept as originally designed by Six/Ten LLC.

We suggest creating the permanent home of the Winter Haven Farmer's Market to a location along the Downtown Trailhead Park, adjacent to Winter Haven City Hall. Use of the underutilized City Hall parking inventory on Saturday morning would be available to support the market parking needs. Residents on the southern end of downtown, could take advantage of walking or biking the downtown trail to access the market.

Figure 05: Structured Parking Conceptual Design – BB&T Property (Grade Level)

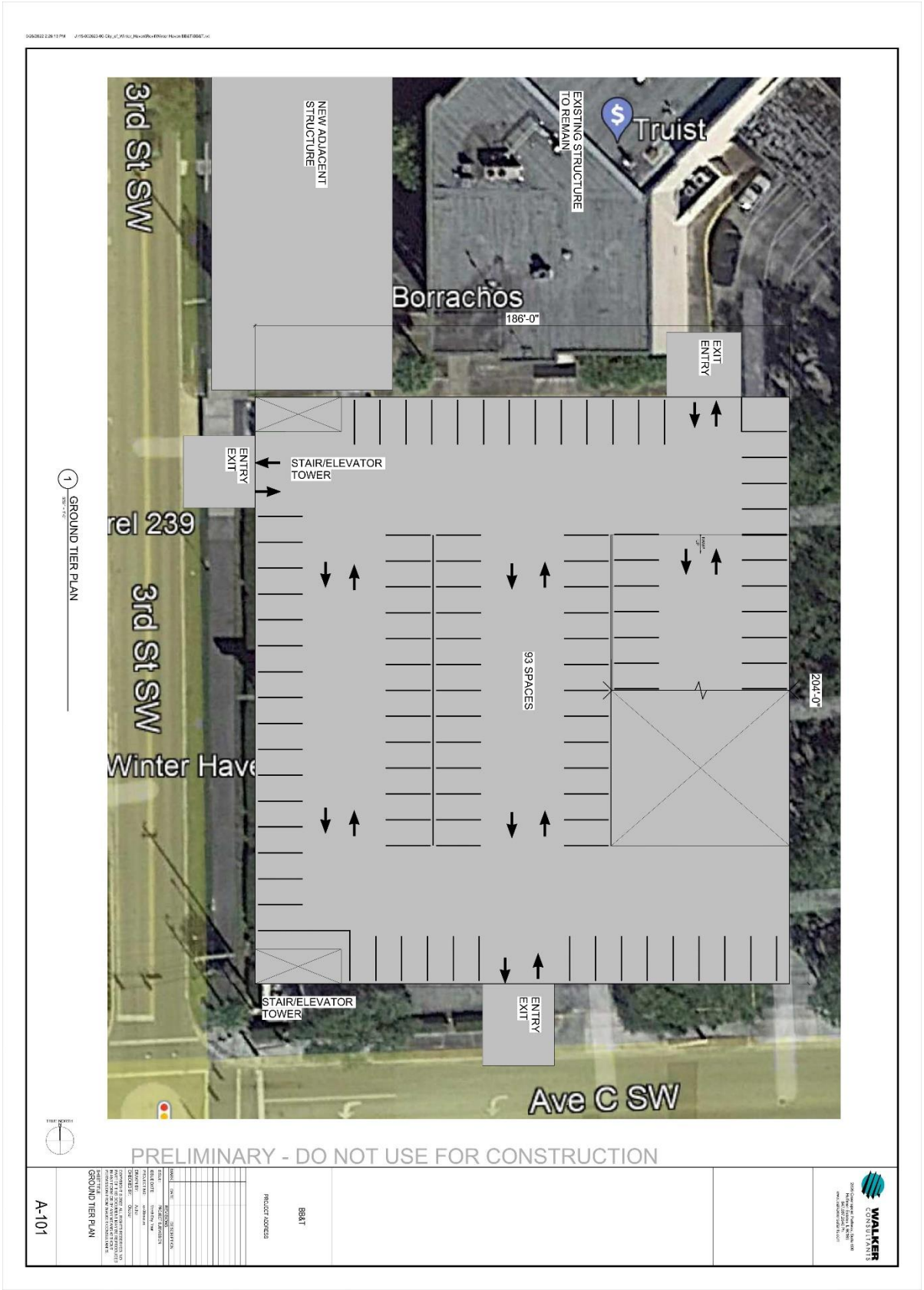
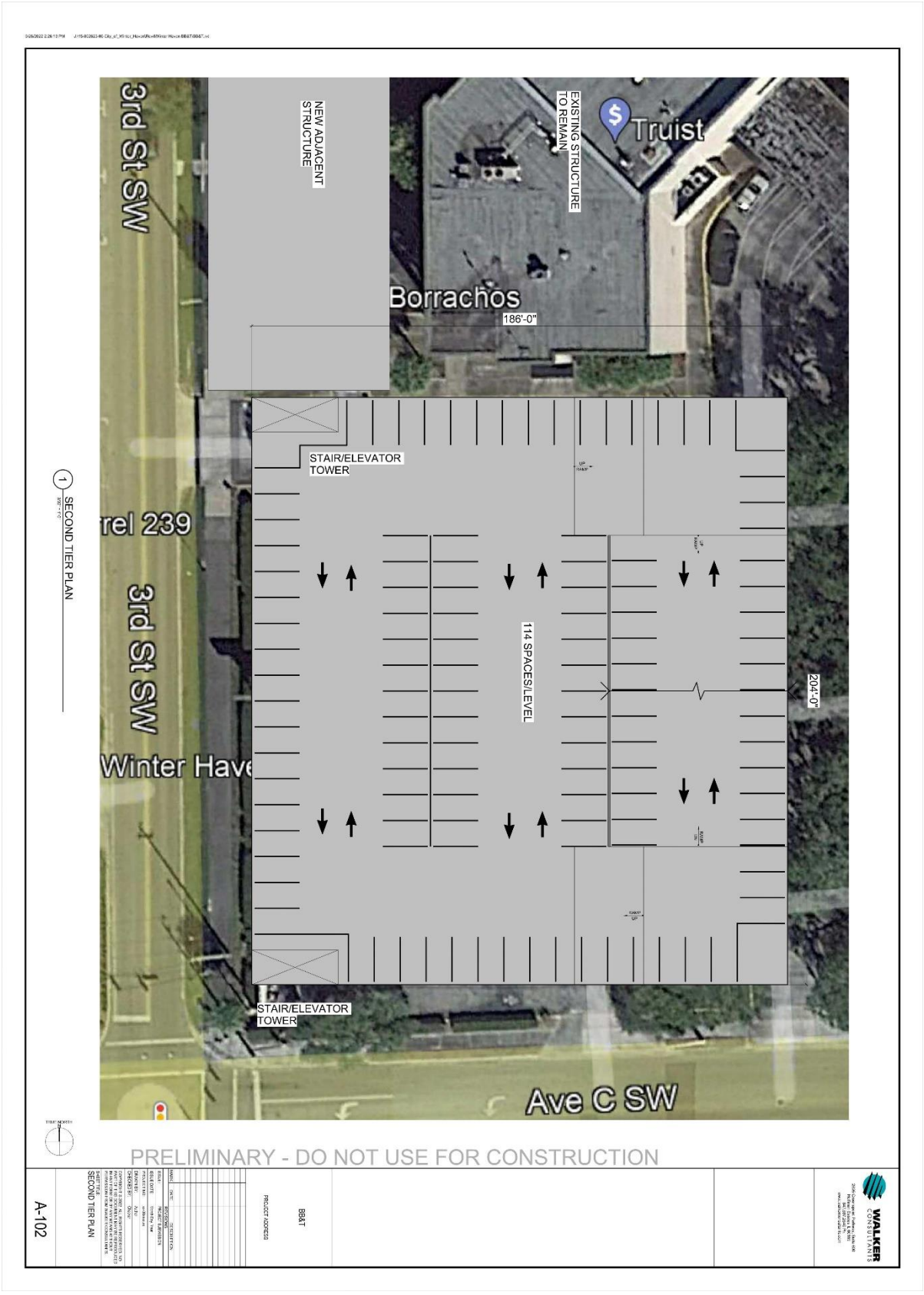


Figure 06: Structured Parking Conceptual Design – BB&T Property (Typical Supported Level)



03 Alternatives Site #3

03 Alternatives Site #3

The Andy Thornal site shown below in **Figure 07**, presents an opportunity to add angled parking within the rights of way along 4th Street and 5th Street. The opportunity to add public parking inventory in this area will support current deficiencies experienced in commercial areas south of Avenue A SW. Design concepts shown in **Figure 8** on the following page depict twenty-four (2)4 angled spaces on either side of the Andy Thornal site for a proposed public parking inventory gain of 48 spaces.

Figure 07: Andy Thornal Site Aerial

Source: Walker Consultants 2022

Figure 08: Parking Design Concept – Andy Thornal Site

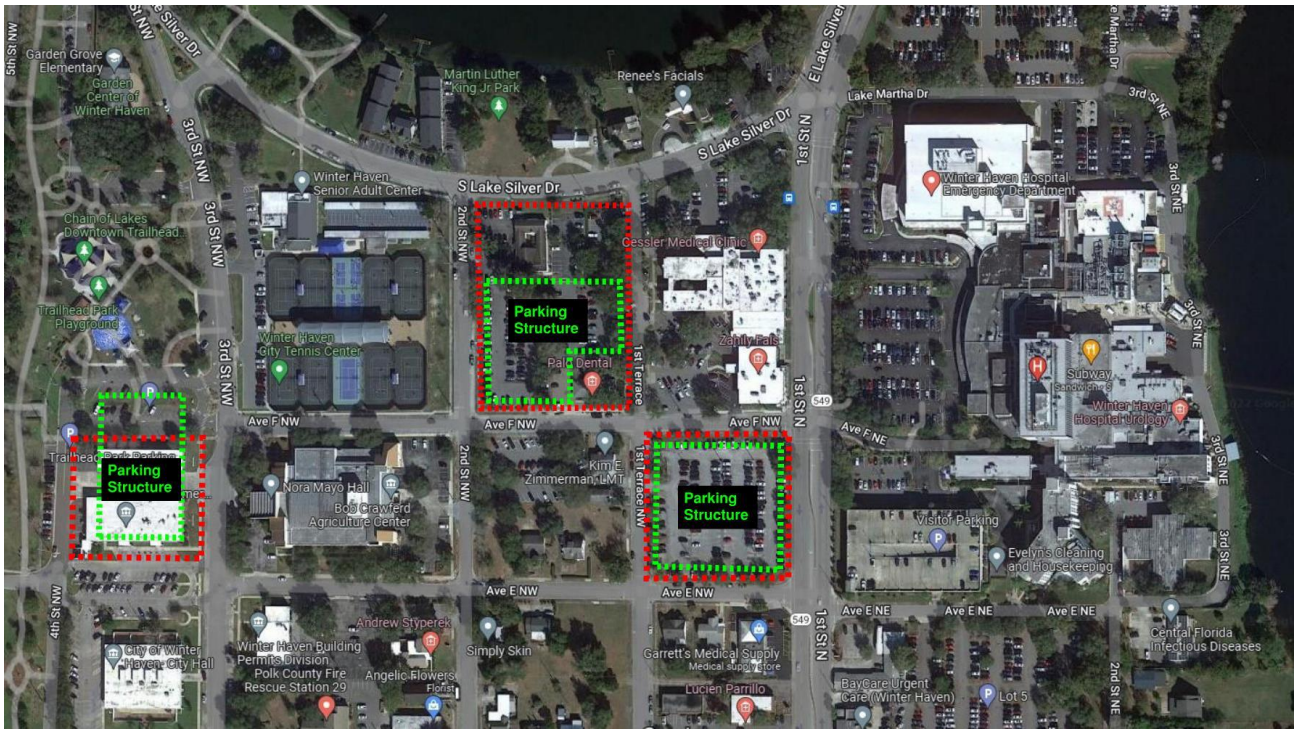
04 Alternatives Site #4

04 Alternatives Site #4

Walker's fourth alternative site consideration relies heavily upon the downtown area north of Avenue D NW and involves the use of the proposed public parking at the City Square Master Plan, the use of the Gessler Medical Center employee parking (Avenue F NW and 2nd Street NW), and the Winter Haven Hospital employee parking lot (Avenue E NW and 1st Terrace NW). Each of these three sites would initially add a shared use parking component for the existing business needs and the evening and weekend entertainment cultural arts and special event needs.

1. The proposed redevelopment of the existing Winter Haven City Hall campus and the Florida Citrus Building, which no longer meets the functional needs for the City and ultimately connects the downtown business and commerce area to the south with a parks, recreation, and cultural area to the north.
2. A public and private partnership between Gessler medical Clinic and the City of Winter Haven to redevelop the Gessler Medical Clinic surface parking lot into a multi-level parking structure to meet the needs of employee and visitor parking during the workday and subsequently meet the City's recreation, cultural arts, and special event needs on the weekends.
3. The Winter Haven Hospital employee parking lot is underutilized during the evening hours and all day during the weekends. Use of this location as a shared parking option for weekend events at the Winter Haven City Tennis Center and the Martin Luther King Junior Park should benefit the City and the Hospital from a promotional community sponsorship opportunity. The redevelopment of this site into a multi-level parking structure could serve the Department of Parks, Recreation, and Culture needs of supplying daytime parking inventory for weekday special events and Polk County recreational tournaments.

Figure 09: Alternatives Site Locations – North of Avenue D NW



Source: Walker Consultants 2022

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November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase Three: Review of Parking Policies and Practices
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

WALKER CONSULTANTS

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November 17, 2022

(Sent via Email: mherr@mywinterhaven.com)

Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: Downtown Strategic Parking and Mobility Master Plan
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr. Herr:

The City of Winter Haven has hired Walker Consultants to prepare the following report that supports the Phase Three deliverable for the Review of Parking Policies and Practices in Downtown Winter Haven, Florida. The information contained herein may be used to prepare a unified and coordinated parking and mobility plan to effectively maximize the utilization of existing and future public parking availability.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, Director, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

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Executive Summary

A review of parking policies and practices includes an objective look at the rules that govern parking and the activities that the City employs to enforce these rules. The goal of this phase is to provide a professional outsider's perspective with the aim to help the City maximize its parking system and service offerings. To succeed at meeting this goal, we consider stakeholder input, historical policies and practices, the character of the City, and the City's organizational structure with respect to its parking operation and develop a parking management plan that suggests opportunities for improvements.

Policies, Practices, and Ordinances

- Walker supports the City's policy to lease dedicated off-street parking to the general public, not to exceed the 10% threshold on an annual basis. Most likely the threshold may have been established as it relates to bond covenant thresholds for the financing and construction of the off-street property. We find this to be an acceptable best practice case throughout Florida municipal markets.

- Walker supports the initiative to issue a specified number of all-day permits for the use of off-street parking facilities and encourages a best practice initiative of 30-day permits, or what is known as a monthly-contract permit. The use of such permits will be ideal for employees of downtown businesses in order to encourage the use of long-term parking options versus premium curbside parking spaces. In contrast to the reserved parking program rates, we recommend a slightly less-costly rate allowing general access to the off-street parking facility

- Walker recommends allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and parking activity.

- As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

- Walker representatives do not support the practice of physically chalking vehicle tires for the purpose of enforcing time-limited parking. Industry best practice has changed the way time-limited enforcement is managed in today's municipal and campus environments. The use of electronic chalking by camera image capture now creates a time-stamped record of when a vehicle was initially recorded as parked in a time-limited space and offers the ability to create a second time-stamped record of the vehicle remaining in

the space after a designated period of time. This practice removes the liability of physically defacing personal property and creates a new measure for supporting adjudication evidence when a citation is appealed.

- Walker recommends the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

- In addition to the review of the City's existing code of ordinances related to traffic and motor vehicles, Walker recommends the consideration of the parking-specific codes for consideration found in Section 1 of this report.

Comparable City Zoning Ordinance Review

Walker researched and reviewed comparable city zoning ordinance language for the following I-4 corridor municipal jurisdictions with the intent to determine consistent best practice for the oversight parking requirements within the downtown core.

- Lakeland, Florida – Central Business District Exempt
- Winter Garden, Florida – In Lieu Fee
- Ocoee, Florida – Minimum Requirements
- Winter Park, Florida – Central Business District Exempt
- Plant City, Florida – Central Business District Exempt/Midtown District Reduction

Within the land development and zoning code sections of each city charter, parking requirements are uniquely addressed and range from no minimum requirements for the downtown core area, to paying a fee in lieu of parking requirements, to providing minimum parking requirements at a reduced percentage of the parking requirements. Upon review, Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process.

- Municipal and county governments should not be required to develop stand-alone parking inventory to meet its economic growth initiatives.

- Municipal and county governments should pursue redevelopment partnerships with interested developers seeking to redevelop land within the city limits and more importantly, the central business district. The partnership should consider an opportunity to add a public parking component to the redevelopment site. This public parking component should be designed to satisfy any ancillary parking demand needs beyond minimum requirements set aside to satisfy the development investors.

- Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

Enforcement Best Practice Review

- In place of adding city staff to manage and provide enforcement of the recommended changes to the parking regulations, the City should consider using a professional parking management firm to meet the labor and management requirements. While this recommendation will shift the day-to-day operating responsibilities, it does not relieve the City of its ultimate responsibility to ensure the system continues to meet the needs of its residents, local business owners, and visitors. Several parking management firms offer both on-street and off-street parking management services, including monitoring length of stay for time-limited spaces, issuing and adjudicating parking citations, collecting parking fees, and oversight for event parking needs. Another approach is toward outsourcing management responsibilities of the parking program suggests an opportunity to shift the oversight responsibilities to an existing downtown management association or a downtown development authority.

Parking Technology Review

- In the parking and mobility industry, it is typical that permit management and enforcement solutions reside under a single platform.

- The City of Winter Haven should consider the acquisition of a permit and enforcement technology solution that will facilitate the enforcement of time limits, permit management, and collection of fines for the parking program. A solution of this type will improve management efficiency for the City and improve customer interface with the parking program. The City can develop specification criteria for procurement, typically through an RFP process.

Wayfinding Technology Review

- A critical component to implementing an efficient parking program, Walker recommends a need for the City to implement a dynamic wayfinding solution that is paired with real-time mobile transactions and camera-based activity. Use of camera-recorded vehicle counts at parking facility entrance and exit lanes will enable the City to monitor the use of specific location inventory throughout the course of the day. Communicating this information to motorists in advance of their destination arrival will help inform travel decisions and reduce traffic congestion.

01 Policies, Practices, and Ordinances

01 Policies, Practices, and Ordinances

The City of Winter Haven's traffic and motor vehicle ordinances may be found under Chapter 18 of the City's code of ordinances. Oversight of this chapter is governed by the powers and duties of the City Manager with respect to the following items:

- Operation and parking
- Crosswalks, zones, stands, and stops
- Truck Routes
- Erect signs
- Traffic control devices
- Traffic lanes and directions
- Traffic studies
- Public requests for change
- Appeals

Appeals of administrative decisions may be submitted to the City Commission. Such appeals must be submitted in writing to the Planning Director and must be accompanied with sufficient documentation based on accepted transportation engineering data.

Under this chapter, the use of five (5) Articles define I.) General Provisions, II.) Stopping, Standing, Parking, III.) Off-Street Parking for Physically Disabled, IV.) Bicycles, and V.) Towing. Article II appears to have the most significant relevance toward parking regulations in Downtown Winter Haven.

DIVISION 1. GENERALLY; Section 18-32 – Impounding of vehicles; authority

Walker recommends the industry best practice for immobilizing vehicles with multiple outstanding civil citations for violation of parking regulations. Creating a citation dollar amount threshold or number of outstanding citations threshold consistent with language supported by Florida State Statutes. At a minimum, three or more outstanding citations exceeding $100 in unpaid fine amounts.

DIVISION 2. PARKING ZONES; Section 18-51 – Definitions

Under Ordinance No. O-11-05 dated 3-28-11 and at the request through the City Clerk's office, a map of the designated on-street parking zones could not be located within the City's records.

However, the following references the central business district boundaries as established parking zones:

DIVISION 2. PARKING ZONES; Section 18-52 – Established

Streets lying within the business districts of the City and land owned by the City in the central business district are hereby established parking zones.

DIVISION 2. PARKING ZONES; Section 18-53 – Timed parking spaces and timed parking zones; designated by city manager

(b) The city manager or his/her designee is hereby authorized to lease individual parking spaces, at his/her discretion, in city-owned parking facilities on a year to year basis, provided that no more than ten (10) percent of any all-day parking facility shall be so leased and that such leases shall not exceed one (1) year in length.

Walker Recommends

Walker supports this policy to lease parking to the general public, not to exceed the 10% threshold on an annual basis. Most likely the threshold may have been established as it relates to bond covenant thresholds. We find this to be an acceptable best practice case throughout Florida municipal markets. Please reference the Appendix section of this report for information related to the City of Winter Haven's Reserved Parking Program.

The fine for parking in a reserved parking space is $10 for the first offense and $25 for the second and all subsequent offenses. We recommend increasing fine amounts for non-paid parking violations to $25 per violation with a graduated $10 late fee if the fine is not paid withing the initial ten calendar days. An increase of the initial offense fine will ensure compliance requirements are not taken lightly. This fine structure aligns with the fine amounts prescribed in Section 18-56 – Duties of chief of police; parking ticket fines.

DIVISION 2. PARKING ZONES; Section 18-53 – Timed parking spaces and timed parking zones; designated by city manager

(c) The city manager or his/her designee is hereby authorized to issue a specified number of all-day permits which shall be valid for a specified time period. The city manager shall develop a procedure that avoids the abuse of such permits.

Walker Recommends

Walker supports this initiative for the use of off-street parking facilities and encourages a best practice initiative of 30-day permits, or what is known as a monthly-contract permit. The use of such permits will be ideal for employees of downtown businesses in order to encourage the use of long-term parking options versus premium curbside parking spaces. In contrast to the reserved parking program rates, we recommend a slightly less-costly rate allowing general access to the off-street parking facility.

To accommodate the lease of 30-day permits we suggest limiting to a percentage of spaces in the larger off-street facilities so as not to compromise daily transient activity within these locations. Permits would be available for use during weekday business hours only (6:00 a.m. to 6:00 p.m.) A separate evening employee parking permit could be available for the hours of 4:00 p.m. to 4:00 a.m.

As an example, we would not encourage the lease of 30-day permits within Lots A through D as a result of their limited size and proximity to prime destination generators. By contrast, we would recommend the lease of 30-day permits in Lot E, adjacent to the US Post office location, in an attempt to support long-term employee parking needs for the businesses located in the immediate vicinity. To accommodate this recommendation, we would suggest the entire surface lot be designated as general permit parking with a valid permit parking credential. Violators would be subject to the same fine structure suggested for the reserved parking program.

DIVISION 2. PARKING ZONES; Section 18-55 – Legal parking; time and days

(b) Persons conducting or sponsoring events in the downtown business district are authorized to request an exemption from this requirement. Upon a finding by the city manager or his/her designee that the event will provide special benefit to the citizens, the city manager or his/her designee may authorize a waiver of these requirements to allow all-day parking and issue permits allowing such parking.

Walker Recommends

Walker recommends allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and parking activity.

DIVISION 2. PARKING ZONES; Section 18-56 – Duties of chief of police; parking ticket fines

It shall be the duty of the chief of police or his/her designee, under the direction of the city manager, to keep account of all violations of sections 18-54 through 18-55 and other applicable sections of this Code of Ordinances.

Walker Recommends

As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

Under an enterprise program format, parking citation management and adjudication practices would fall under the responsibility of the third-party operator, relieving the chief of police and police department representatives from these responsibilities and allowing them to focus on handling policing responsibilities related to community safety and security standards. Walker supports the fine structure prescribed in this section. Please see Section 3 of this report for a detailed review of the recommended enforcement practices.

DIVISION 2. PARKING ZONES; Section 18-57 – Wiping off, concealing chalk parking marks on tires

It shall be unlawful for any person to wipe off, conceal, cover, or otherwise remove a chalk parking mark placed upon the tire of any vehicle by the traffic enforcement officer in an effort to avoid a penalty and/or fine as provided for in section 18-56. Any violator of this section shall pay a fine of one hundred dollars ($100.00) to the police department.

Walker Recommends

Walker does not support the practice of physically chalking vehicle tires for the purpose of enforcing time-limited parking. Industry best practice has changed the way time-limited enforcement is managed in today's municipal and campus environments. The use of electronic chalking by camera image capture now creates a time-stamped record of when a vehicle was initially recorded as parked in a time-limited space and offers the ability to create a second time-stamped record of the vehicle remaining in the space after a designated period of time. This practice removes the liability of physically defacing personal property and creates a new measure for supporting adjudication evidence when a citation is appealed.

DIVISION 3. OFF-STREET PARKING FOR PHYSICALLY DISABLED; Section 18-77 – Permits for temporarily handicapped; application fee

The city manager is authorized and directed to issue, upon application, a renewable, ninety-day handicapped permit to any temporarily handicapped person who is currently certified by a physician licensed under F.S. chapter 458 or 459 or comparable licensing in another state, or by the adjudication office of the Veterans' Administration, as being temporarily severely physically disabled and having temporary mobility problems which substantially impair his ability to ambulate; and such vehicle is transporting a person eligible for such parking permit. A fee of five dollars ($5.00) shall be charged for the temporary permit and all renewals thereof.

Walker Recommends

Walker recommends the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

ADDITIONAL CONSIDERATIONS

In addition to the review of the City's existing code of ordinances related to traffic and motor vehicles, Walker recommends the consideration of these parking-specific codes for consideration.

(a) ***Height Restrictions.*** No vehicle shall enter into a parking garage which exceeds the height restriction posted on the clearance bar at the entrance of each garage.

(b) ***Parking prohibited at all times***. When signs are erected or pavement markings are installed giving notice thereof, no person shall park a vehicle at any time upon any of the streets, sidewalks, sidewalk areas or other places so designated.

(c) ***Required distance from driveways.*** It is unlawful for any person to stop, stand or park a vehicle, whether occupied or not, within ten (10) feet from the edge of a public or private driveway. It is unlawful for any person to stop, stand or park a vehicle across the street from a driveway if the street width is twenty-five (25) feet or less.

(d) ***Minimum street clearance.*** It is unlawful for any operator to stop, stand or park any vehicle upon a street, in a traffic lane, any alley or other city owned or operated property in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the traffic lane or roadway for free movement of vehicular traffic, except that an operator may stop only during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals or directions from a parking enforcement specialist. Where streets are not completely paved or

curbs provided, the parking of a car shall not usurp more than 12 inches of the paved portion of the street.

(e) ***Alleys.*** No person shall stop, stand, or park a vehicle within an alley in a business district, except for the expeditious loading or unloading of materials, and in no event for a period of more than 20 minutes. No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.

(f) ***Oversized vehicle restrictions.*** No motor vehicle, as defined by Florida Statues as may be amended, of eighty-six (86) inches or more in overall width (not including mirrors) shall be parked on any street, alley, or city owned or operated property, other than for loading and unloading.

(g) ***Parking for certain purposes.*** It is unlawful for any person to park any vehicle upon any City owned or operated lot, garage or other property or street for the primary purpose of:

1. Displaying such vehicle for sale.
2. Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.
3. Displaying advertising in accordance with prohibited signs or sign characteristics.
4. Selling food or merchandise from such vehicle except in a duly established special event, or when so authorized or licensed under the ordinances of the City.

(h) ***Parking on Right of Way.*** It is unlawful to park in or on the City or State right-of-way except in designated parking spaces or parking lanes.

(i) ***Parking to block stop signs.*** No person shall stop, stand, or park a vehicle, with the exception to momentarily allow a person to enter or exit the vehicle, within fifteen (15) feet of a stop sign / stop bar.

(j) ***Parking in opposing traffic lane.*** No person shall stop, stand, or park a vehicle by means of crossing on-coming traffic and park so as to face opposing traffic flow. When parking in an angle parking space, the vehicle must be parked with the flow of traffic. Backing into an angle parking space is prohibited.

(k) ***Parking in fire lanes***. No person shall stop, stand, or park a vehicle, with the exception of allowing a disabled person to enter or exit the vehicle, in a fire lane located on any property within the city.

(l) ***Violations of F.S. Ch. 316***. Supplemental to the provisions of this chapter, the City hereby adopts provisions relating to parking, traffic control, enforcement and penalties as outlined in the F.S. Ch. 316.

(m) ***Exemptions.*** The prohibitions stated in this section shall not apply to City, County, State and/or utility worker vehicles while parked in conjunction with discharging their official duties.

Non-motorized vehicle parking prohibited. Unless otherwise authorized in this code of ordinances, it shall be unlawful to park any non-motorized vehicle upon any street, alley, parking lot or City-owned or operated property, for longer than twenty-four (24) consecutive hours. Failure to move the non-motorized vehicle in violation from streets, alleys, parking lot or city owned or operated property within two (2) hours after the

issuance of a ticket shall subject the non-motorized vehicle to immobilization and/or impoundment as provided under this chapter. Additionally for **freight, loading and unloading spaces** restricted:

(a) Spaces designated "loading zones" shall be restricted to freight trucks, commercial vehicles as defined in this section and other vehicles properly displaying a business parking permit and while actually engaged in the loading and unloading of materials or in cases of emergency.

(b) No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in any place marked as a loading zone. In no case shall the stop for loading and unloading exceed thirty (30) minutes.

(c) For any continuous parking in the same space, a violation will be deemed to have occurred for each interval of time designated that the vehicle remains in that space.

As the City continues to move toward the expanded implementation of **electric vehicle charging station spaces**:

(a) No person shall park any vehicle in any parking space located in any City-owned or operated parking garage or parking lot which is clearly marked as being reserved for the use of an electric vehicle charging station located within said parking garage or lot, unless such vehicle is actually using the electric vehicle charging station.

(b) It is unlawful for any person to permit a vehicle to remain in a parking space reserved for the charging of electric vehicles for more than four (4) hours.

And finally, we recommend some additional language for the **issuance of parking citations; payment or contesting citations; penalties for parking violations; requesting a City review**:

(a) A parking enforcement specialist who discovers a vehicle parked in violation of this chapter or other law may issue a parking citation to a vehicle as identified by the license plate number, vehicle identification number, or with other specificity to ensure the vehicle in violation can be identified and deliver it to the driver; or if the vehicle is unattended, attach such citation to the vehicle in a conspicuous place.

(b) The parking citation shall provide:

1. The date and time of issuance.
2. The name or identification number of the officer or parking enforcement officer who issued the citation.
3. A description of the violation.
4. The penalty amount.
5. The period of time in which it must be paid or set for a parking violation hearing before it is considered in delinquent status.
6. The vehicle information.
7. Information on how and where the citation may be paid; and
8. Information on how the citation may be contested.

(c) The driver or owner of the vehicle which was issued a citation shall elect to pay the citation as described on the citation or request a parking violation hearing as described in paragraph (h). Failure to pay a citation, or request a parking violation hearing, within the specified time period shall result in the citation being in delinquent status.

(d) Any penalty not paid to the City within thirty (30) days of the date of the violation, unless a parking violation hearing has been requested, shall result in an additional penalty, which amount shall be set by resolution plus any associated administrative fees.

(e) A person who wishes to contest a citation without being assessed additional penalties or costs for delinquency shall complete and submit a written request for a parking violation hearing which must be received by the City within ten (10) calendar days of the date of the violation. A request for a parking violation hearing shall be on the form prescribed by the City. Requests shall include a complete name and address of the person contesting the hearing, and a phone number and e-mail address. A copy of the parking citation and a description of the dispute must be included with the request for a hearing.

(f) A designated enterprise fund employee shall conduct a preliminary review off all parking citation appeals within seven (7) days of receipt of the written request. The determination may:

1. Affirm the issuance of the citation and the matter will be scheduled to be heard by the Special Magistrate.
2. Find the appeal valid and dismiss the citation.
3. Allow for a reduction in the penalty.

(g) Upon an affirmation of issuance by management or confirmation of failure of the vehicle owner to pay the penalty or request a hearing, a notice of hearing will be issued. The City shall send a Notice of Hearing which states:

1. The date, time, and location of a pre-scheduled parking violation hearing.
2. That a person who elects to contest the citation may be assessed a penalty of up to a pre-determined amount if found in violation after a hearing by the Special Magistrate.
3. That a person who elects to contest a violation and then fails to appear at the parking violation hearing shall be deemed to have waived his or her right to a hearing and may be found in violation by default subject to a penalty of up to pre-determined amount, unless otherwise authorized or prohibited by law.
4. That unpaid violations will be in delinquent status and are subject to being sent to Polk County Court.
5. That vehicles bearing license plates which are identified as belonging to owners who have citations in delinquent status are subject to immobilization or impoundment as provided in this chapter.

(h) The Notice of Hearing shall be sent by certified mail to the address provided by the Florida Department of Transportation or to the person making the request for a parking violation hearing at the physical address, with a copy sent to the e-mail address, provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(i) A person who requests a parking violation hearing waives his or her right to pay the initial civil penalty amounts set forth in this chapter. The Special Magistrate, after a hearing, shall make a determination as to whether a parking violation has been committed and may impose a civil penalty not to exceed a pre-determined amount unless otherwise authorized or prohibited by law, plus administrative costs.

(j) A scheduled parking violation hearing will be cancelled if full payment of the pending violation(s) is made at least twenty-four (24) hours prior to the hearing date.

(k) A person wanting to continue a parking violation hearing date shall deliver a written request for continuance to the City at least seventy-two (72) hours prior to the hearing date and shall be granted one continuance for a scheduled parking violation hearing of a contested citation or post-immobilization hearing.

(l) A finding of violation requires all penalties and costs to be paid within seven (7) calendar days unless additional time is granted by the Special Magistrate or the City.

(m) Failure to pay outstanding penalties or costs after a finding of a violation at a hearing shall result in the citation being forwarded to the Polk Clerk of Court to be scheduled to be heard by a Polk County judge.

Additional penalties and enforcement to include immobilization and impoundment:

(a) The City of Winter Haven is authorized to attach a device that is capable of immobilizing a vehicle as described in this chapter when:

1. It is determined that the plate number attached to a vehicle, or the owner of a vehicle owes one hundred dollars ($100.00) or more to the City as a result of citations which are in delinquent status, according to the records of the City.

(b) In order to ensure the safety of the vehicle, an immobilized vehicle shall be impounded if the reason for the immobilization has not been resolved and the immobilization device has not been removed within twenty-four (24) hours of the immobilization.

(c) Immobilization referred to in this chapter shall be by an immobilization device attached to the vehicle at the place where it is found, except that no vehicle shall be immobilized on private property or within the traveled portion of any street or on any portion of a street when immobilization at such place would create a hazard to the public or to the traffic.

(d) At the same time as the immobilizing device is attached to the vehicle, a warning notice shall be affixed to the windshield or other prominent place on the vehicle stating that the immobilizing device has been so attached, cautioning the operator not to attempt to operate the vehicle while the immobilizing device is still attached and informing the operator that the vehicle is under immobilization, the reason for the immobilization, and where the proper person must go in order to arrange for the removal of the immobilization device or request a post-immobilization hearing. Immobilization fees, including the administration fees for removal of the immobilization device, shall be paid to the City.

(e) A person with standing who wishes to request a post-immobilization hearing in front of a hearing officer shall follow the procedure set out under section {XX-xxx} of this chapter.

(f) Any person wishing to challenge the immobilization of a vehicle pursuant to this chapter shall be entitled to a post-immobilization hearing before a Special Magistrate. Post-immobilization hearings shall be handled on the same date and time as parking violation hearings. A person who wishes to contest an immobilization without being assessed additional penalties or costs for impoundment shall post a bond for the entire amount in dispute and complete and submit a written request for post-immobilization hearing which must be received by the City within two (2) business days of the date of the immobilization. A request for a post-immobilization hearing shall be on the form provided by the City. Requests shall include a complete name and address of the person requesting a hearing, and a phone number and e-mail address. A description of the dispute must be included with the request for a hearing. Upon such request, a notice of hearing will be issued, confirming the time and date of the hearing. A copy of the person's driver's license and vehicle registration will be necessary to schedule a post-immobilization hearing.

(g) Within one (1) business day following receipt of the request for post-immobilization hearing, the parking enforcement management shall conduct a preliminary review of the immobilization appeal. The determination may:

1. Affirm the immobilization and the matter will be scheduled to be heard by the Special Magistrate.
2. Find the appeal valid and allow the release of the immobilization device without penalty.

(h) Upon affirmation by the parking enforcement management, the City shall send a notice of hearing which states:

1. The date, time, and location of a pre-scheduled post-immobilization hearing.
2 That a person who elects to contest the immobilization waives his or her right to pay the initial amount .of the ticket due at the time of the immobilization unless a bond was posted, and the person will accrue additional penalties and costs for the impoundment of the vehicle until a hearing is held and a determination is made as to whether the vehicle was immobilized in accordance with the code of ordinances.
3. That a person who elects to contest a violation and then fails to appear shall be deemed to have waived his or her right to a hearing and any bond will be forfeited to the City.

(i) The Notice of Hearing shall be sent by mail or e-mail to the person making the request for a post-immobilization hearing to the physical address or e-mail address provided in the request. A certification by the City that the Notice of Hearing was mailed to the physical address or e-mail address provided on a post-immobilization request constitutes prima facie evidence that the person on the Notice of Hearing was served with the notice.

(j) A person who requests a post-immobilization hearing waives his or her right to pay the initial penalty and costs due as of the date of the immobilization unless a bond was posted. The Special Magistrate, after a hearing, shall make a determination as to whether an immobilization was done in accordance with this chapter. If the hearing officer determines that the immobilization carried out by the City pursuant to this chapter was not in accordance with the applicable ordinances, statutes and regulations, the aggrieved party shall be entitled to a reimbursement of any bond, fines, costs, or penalties paid related to the contested immobilization or if the vehicle is still impounded, the vehicle shall be immediately released with a waiver of all fines, costs, and penalties.

(k) Impoundment referred to in this chapter shall be done in accordance with on F.S. § 713.78. Impoundment of a vehicle under this chapter will require the Police Department to authorize the vehicle to be removed to a police impound lot. A vehicle impounded under this chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all penalties and costs that are due.

(l) The City of Winter Haven is hereby authorized to remove a vehicle from streets, City-owned and/or operated off-street lots, parking structures, or property and parks, beach and recreation areas or other property within the City limits and to cause the same to be impounded in the nearest garage or other place of safety, or in a garage designated or maintained by the police department or otherwise maintained by the City:

1. When any vehicle shall be parked in front of or so as to block entrances or driveways into public or private property
2. When any vehicle is left unattended and parked upon a street and is so parked illegally as to constitute a hazard or obstruction to the normal movement of traffic.

3. When any vehicle is left unattended and parked for an excessive period of time and in violation of any ordinance of the City or regulation of the City Manager limiting the time for parking of vehicles on designated streets or parts of streets within the City.
4. When a vehicle is so disabled as to constitute an obstruction to traffic or a hazard to persons or property and the persons in charge of the vehicle are by reason of physical injury or condition incapacitated to such an extent as to be unable to provide for its custody or removal.
5. When a vehicle is considered inoperable or abandoned due to expired registration or other condition that prevents the vehicle from being removed by the registered owner.
6. Vehicles impounded under this chapter which are not recovered may be disposed of in accordance with F.S. § 713.78.

Benchmark Municipalities

For zoning ordinance comparison purpose, Walker representatives have provided input from the following five (5) cities within the central region of the Florida market. Within the land development and zoning code sections of each city charter, parking requirements are uniquely addressed and range from no minimum requirements for the downtown core area, to paying a fee in lieu of parking requirements, to providing minimum parking requirements at a reduced percentage of the parking requirements.

Lakeland, Florida

4.11 VEHICLE USE AREAS

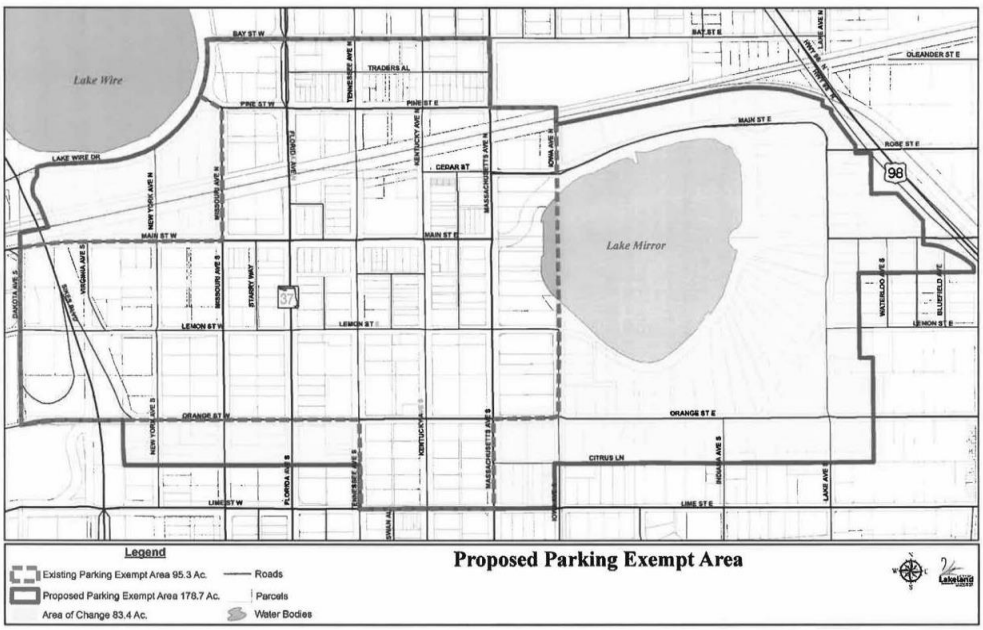
4.11.1 INTENT

It is the intent of this section to provide minimum standards for the off-street parking, display, storage and maneuvering of vehicles, to provide for adequate loading space, to ensure the safe movement of traffic on the public streets, and to mitigate the potential adverse impacts of traffic and parking congestion on adjacent land uses and the human and natural environment.

4.11.2 APPLICABILITY

The vehicle use area requirements of this section shall apply throughout the city. Development within that portion of Downtown described in the figure below shall be exempt from providing off-street parking, however, where such parking is provided, it shall conform to the design and dimensional standards of this section. Prior to issuance of any building or construction permit, all required off-street parking spaces and loading space requirements shall be provided for on the required parking plan. Unless otherwise provided in this section, the total off-street parking and loading space requirement shall be the sum of the requirements for all uses on the same lot or parcel.

Parking Exempt Area



Source: Lakeland Land Development Code; Article 4: - General Site Development Standards; Vehicle Use Areas

Winter Garden, Florida

SEC. 118-1389. PARKING USER FEE FOR THE DOWNTOWN CORE

(a) *Purpose and intent.* The intent and purpose of this section is as follows:

(1) To protect the health, safety and general welfare of the citizens and visitors of Winter Garden.

(2) To facilitate orderly development within the downtown core.

(3) To enhance parking level of service within the downtown core and to promote economic well-being within the downtown core and the city as a whole.

(4) To provide adequate parking for the downtown core.

(5) To ensure that new and expanding developments that cannot provide adequate on-site parking shall bear a share of the cost for the provision of new or expanded parking facilities.

(6) To establish a parking trust fund that will be used to maintain existing and future parking spaces as well as to construct new parking spaces.

(7) To establish a downtown parking fee option for new and expanding developments within the downtown core.

(b) *Generally.* As required by section 118-1386, all new and expanding developments and all changes of use of existing buildings and properties within the downtown core must provide adequate parking. At the request of the property owner or business owner, the city manager shall recommend to the city commission whether to permit the property owner or business owner pay the below parking user fee in lieu of providing all or some of the required parking based on whether the parking user fee in lieu of providing parking provides the best opportunity for economic development of downtown and adequate proximate parking is available or will be provided to serve the project. The city commission shall make its determination after reviewing the city manager's recommendation and any other information and evidence presented by the owner(s) and any others interested in the matter.

(c) *Parking calculations.* The number of paved parking spaces for new and expanding developments in the downtown core will be as follows:

- Restaurants - One parking space for each four patron seats.
- Residential - Two parking spaces for each residential unit.
- All other allowable uses - Three parking spaces for each 1,000 square feet of gross space.

(d) *Vesting.* The current number of parking spaces provided by all existing improved properties are vested for their current use, square footage and parking as of the effective date of this section. Any change of use, modification of square footage of structures or increased use such as outdoor cafes or seating will require a determination or assessment of parking need. If the assessment determines additional parking is needed, that parking shall comply with provisions of this section.

(e) *Requirements.* Property owner must either provide the required parking on-site, off-site within 400 feet of the entrance, pay the appropriate amount of the downtown core parking fee or some combination of the three. Use of the downtown core parking fee in whole or part is subject to city commission approval as set forth in subsection (b).

(f) *Fee amount.* The downtown core parking fee shall be $5,000.00 per space. The fee is based on one-third cost of land and parking to provide a typical space. The downtown core parking fee may be increased at any

time by Resolution of the Winter Garden City Commission. The downtown core as identified on Exhibit "A" of Ordinance No. 07-20 may be amended by Resolution by the Winter Garden City Commission.

(g) *Downtown parking district trust fund.* The downtown parking district trust fund shall be established at the time of the payment of the first parking user fee. The payment to the trust fund shall be used for the following purposes:

(1) Acquire, construct, or develop on-street and off-street parking and related facilities on interim or long-term basis.

(2) Fund the capital costs associated with new, upgraded, and/or expanded on-street and off-street parking areas serving land uses within the downtown core.

(3) Acquisition of land for future surface parking lots or garage construction.

(4) Maintenance, including but not limited to lighting, landscaping, striping, signage, and resurfacing, of present and future city-owned parking spaces.

(h) *Reserved parking.* Payment into the parking trust fund does not in any way entitle any property or business owner to ownership, use, occupancy or claim to any parking spaces owned by the city. No parking spaces will be reserved for any person or entity, and all will remain available for public parking subject to the rules and ordinances of the City of Winter Garden and provided that the city manager may reserve any or all of the parking spaces for emergency, law enforcement, and municipal service purposes, as well as special events and activities.

(i) *Payment.* The downtown core parking fee is due prior to the occupancy of applicable buildings and structures. The city manager shall have the authority to negotiate and enter into agreements with downtown core owners allowing the downtown core parking fee to be made in installment payments; provided that at least 25 percent of the parking fee is paid prior to occupancy and the remaining amount due shall be paid in no more than 36 months from occupancy of the applicable buildings and structures.

(j) *Administration.* The city manager is authorized to develop any required forms and/or contracts to implement this section. Appeal of staff determination or request for waiver or variance shall be to city manager.

(Ord. No. 07-20, § II, 5-10-07; Ord. No. 09-04, § I, 2-12-09; Ord. No. 17-56, § I, 10-26-17)

Ocoee, Florida

§ 6-4. OFF-STREET PARKING STANDARDS.

A. Intent and Application.

It is the intent of these requirements that adequate parking and loading facilities be provided off the street easement or right-of-way for each use of land covered by this ordinance. Requirements are intended to be based on the demand created by each use. There shall be provided at the time of the erection of any building, or at the time any principal building is enlarged or increased in capacity by adding dwelling units, guest rooms, seats or floor area, or before conversion from one (1) type of use or occupancy to another, permanent off-street parking spaces in the amount specified by this section. Such parking spaces may be provided in a parking garage or properly graded and paved parking lot as provided herein.

B. Certificate of Minimum Parking Requirements.

Each application for a building permit or occupational license submitted to the Building Department shall include information as to the location and dimensions of off-street parking and loading spaces and the means of ingress and egress to such spaces. This information shall be in sufficient detail to enable the Building Official to determine whether or not the requirements of this section are met.

C. Required Open Space.

Off-street parking and loading space shall be in addition to required open space associated with the permitted use and shall not reduce or encroach upon the required yards or open space in any manner. The area required for off-street parking shall be in addition to the yard areas herein required; except that the side or rear yard required in commercial or industrial districts may be used for an uncovered parking area.

D. Location of Off-Street Parking.

The parking space provided herein shall be provided on the same lot where the principal use is located or within four hundred (400) feet from the principal entrances as measured along the most direct pedestrian walkway. Said land shall be used for no other purpose so long as no other adequate provisions of parking space meeting the requirements of this ordinance have been made for the principal use.

E. Joint Parking Facilities.

Whenever two (2) or more uses are located together in a common building, shopping center or other integrated building complex, the parking requirements may be complied with by providing a permanent common parking facility, cooperatively established and operated, which contains the requisite number of spaces for each use. The total number of spaces provided shall not be less than the sum of the individual requirements; provided, however, that when the parking demands of different uses occur at different times, joint use of parking spaces may be authorized as a special exception by the City Commission provided that:

(1) A notarized statement from all property owners involved is presented indicating that the activities of each separate use which creates a demand for parking occur at different times.

(2) Such statement must include an agreement between the parties involved indicating responsibility for maintenance.

(3) Such agreement shall be perpetual.

Winter Park, Florida

SEC. 58-86. OFF-STREET PARKING AND LOADING REGULATIONS.

(a) *General.* At the time of the erection of any building or structure, or at the time the property undergoes a change in use, or at the time any building or structure is enlarged or increased in capacity by the addition of dwelling units, guestrooms, square footage, floor area, seats, then the minimum off-street automobile parking spaces with adequate provisions for ingress and egress by automobiles of standards size shall be provided in accordance with the following requirements. These requirements should be considered the minimum requirements. The owners of each individual building or structure must assess their individual needs and provide sufficient parking spaces to accommodate their needs if they should exceed the required minimum established by this article. If desired, a property owner with a parking lot larger than 20 parking spaces may divide up to two parking spaces into four spaces to accommodate motorcycles or scooters. Parking lots are intended to meet the parking requirements for both the employees of the building and

users of those buildings. As such, no property owner or tenant may prohibit by signage or policy the use of parking lots by their employees, unless remote off-site parking within 1,000 feet of the business is provided to such employees. Within the central business district, or any other location where parking is inadequate for any particular business, when there exists public parking lots or public parking garages, employees should be required to park within those off-street public parking facilities and not be permitted by the business to utilize on-street parking.

(1) *Central business district exclusion.* The following described area shall be known as the central business district for the provision of off-street parking spaces, and shall be exempt from furnishing parking facilities, as required by this article. This exemption is made because of the traditional exclusion from providing parking in central business districts and the existing development within the district. Property owners, however, are encouraged to provide off-street parking space whenever possible.

Begin at the intersection of Lyman and New York Avenues, run thence east on Lyman Avenue to Knowles Avenue, thence north on Knowles Avenue to Canton Avenue, thence west on Canton Avenue to New York Avenue, thence south on New York and Lot 1-4, Block 14; Lots 1-4, Block 15, all Block 66; Lots 1-10 and 22, 23, Block 76; and Lots 1-8, Block 77, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

a. The foregoing exclusion shall apply only to existing square footage or floor space. Parking shall be provided as required by this section for any net new building or net new floor space created by redevelopment, new construction, additions, alterations or remodeling or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this section for any existing floor space.

b. The foregoing exclusion shall not exempt properties within this exclusion area from compliance with subsection "Location of parking lots", which prohibits the use of remote leased parking to satisfy the parking requirements of any new building or new floor space.

(2) *Hannibal Square District exclusion.*

a. The following described area shall be known as the Hannibal Square district for the provisions of off-street parking spaces and shall be exempt from furnishing parking spaces and shall be exempt from furnishing parking facilities as required by this article. The Hannibal Square district shall include Lots 5-10, Block 42, Lots 11-13 and the west 50 feet of Lot 14, Block 41, Lots 1-6, Block 54 and Lots 8-10, Block 55, Town of Winter Park according to the plat thereof recorded in Public Records of Orange County, Florida.

b. On properties within this district that have existing buildings, as of January 1, 1998, the foregoing exclusion shall apply only to existing building square foot area. Such existing building square foot area may be renovated, reused and redeveloped even if it involves the demolition and subsequent reconstruction of a same size to the existing building square foot area without providing any off-street parking spaces. However, this exclusion shall not apply to additional building square footage or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Parking shall be provided, as required by this article, for any increase in building square foot area. Existing parking spaces may be counted to satisfy this requirement only where such existing spaces are in excess of the parking space requirements of this article for any existing building square foot area.

c. On properties within this district that are vacant, as of January 1, 1998, the foregoing exclusion shall be limited to the square footage of new building equal to 45 percent of the lot area. Parking shall be provided, as required by this article, for any additional building square foot area above

the credit provided for the 45 percent of the lot area. In calculating this credit, the entire building's parking demand shall be reduced on a pro-rata basis for different uses within the building.

Plant City, Florida

SEC. 102-1411. PURPOSE.

Access management, off-street parking, circulation, and bicycle and pedestrian facilities requirements are set forth in this Division for all zoning districts in order to provide for safe and convenient storage and circulation of all types of vehicles, facilitated traffic flow, protection of pedestrians, bicyclists and motorists, and reduction in incompatibility to less intense adjacent land uses.

(Ord. No. 16-2014, § 2, 8-11-2014)

SEC. 102-1412. DOWNTOWN AND MIDTOWN.

(a) *Downtown.*

(1) No off-street parking spaces shall be required in the areas specifically bounded as follows: commencing at the southwest corner of Michigan Avenue and East Baker Street; thence run southerly to the northern boundary of the CSX Railroad right-of-way line; thence east to the west right-of-way line of Lake Street; thence south along the west right-of-way line of Lake Street to the north right-of-way line of East Alabama Street; thence west along the north right-of-way line of East Alabama Street to the west right-of-way line of CSX Railroad right-of-way; thence north and northwesterly along the west right-of-way line of CSX Railroad to the southwest corner of South Collins Street and CSX Railroad right-of-way line; thence southwesterly along the south right-of-way for CSX Railroad to the east right-of-way line of South Wheeler Street; thence northwesterly along the east right-of-way of South Wheeler Street to the north right-of-way line of CSX Railroad; thence southwesterly along the north right-of-way line of CSX Railroad to the east right-of-way line of North Walker Street; thence northwesterly along the east right-of-way line of North Walker Street to the south right-of-way line of West Baker Street; thence northeasterly along the south right-of-way line of Baker Street to the Point of Beginning.

(2) *Standards.* Except for the number of spaces, all off-street parking and joint use agreement areas within the Downtown as described herein, shall meet all of the requirements of this Division, including, but not limited to width and length.

(b) *Midtown MTD District.*

(1) *Reduction in spaces.* A 15% reduction in the number of off-street parking spaces required by Section 102-1421 shall be allowed on parcels with a zoning classification of MTD Midtown District. In addition, the applicant may request a greater reduction in the required number of off-street parking spaces not to exceed a total reduction of 25% through an application and approval of an Alternative Midtown Design, as provided in Section 102-859. Under this process, the applicant would propose an alternative design or innovative approach, through a parking impact study. The Alternative Midtown Design must be approved by the City Commission.

(2) *Off-site.* Some or all of these required parking spaces may be provided off-site, provided they are located within ⅛ mile of the proposed use and are within the "Midtown Redevelopment District", as designated in the City's Comprehensive Plan.

(3) *Joint use agreements.* Some or all of these off-street parking spaces may be provided on a property of different ownership, provided a joint use agreement is executed and recorded, as required by Section 102-1413(b)(4)b.2.

(4) *Standards.* Except for the number of spaces, all off-street parking and joint use agreement areas within the MDT Midtown District shall meet all of the requirements of this Division, including, but not limited to width and length.

(Ord. No. 16-2014, § 2, 8-11-2014; Ord. No. 2-2016, § 1, 1-25-2016)

Walker Recommends

Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process.

- Municipal and county governments should not be required to develop stand-alone parking inventory to meet its economic growth initiatives.

- Municipal and county governments should pursue redevelopment partnerships with interested developers seeking to redevelop land within the city limits and more importantly, the central business district. The partnership should consider an opportunity to add a public parking component to the redevelopment site. This public parking component should be designed to satisfy any ancillary parking demand needs beyond minimum requirements set aside to satisfy the development investors.

- Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

02 Enforcement Best Practice Review

02 Enforcement Best Practice Review

The City of Winter Haven's parking enforcement program is designed as an extension of the Winter Haven Police Department under the oversight of the Chief of Police. Any law enforcement officer, traffic or parking enforcement specialist is authorized to issue parking citations for sections 18-53, 18-54, 18-55, 18-56, 18-57, 18-76, and 18-77 of the City's code of ordinances.

Parking regulatory signs, to include time-limited parking and 15-minute loading and unloading, are generally enforced Monday through Friday from 8:00 a.m. to 5:00 p.m. by a parking enforcement specialist. Parking regulatory matters outside of these hours are enforced by on-duty law enforcement officers. Time-limited parking is enforced by physically chalking vehicle tires using an industry standard, acrylic crayon and placing a mark across the treads of the rear driver's side tire. Under the enforcement officer's judgement, a follow up observation is conducted after the time limit expired and a citation is issued to the vehicle if the vehicle remains parked in the same parking space.

Use of the acrylic crayon allows the mark to dissolve as the vehicle drives away, so as not to permanently deface the tire. The acrylic crayon mark may also be wiped off the tire tread using a towel or rag-like material. Adversaries of this enforcement practice often argue the amount of time was not exceeded when the citation was issued as the action relies upon the judgement of the officer and not an actual time recorded device. As a result of this potentially contentious outcome, many communities are moving away from the use of physical chalking as a means of enforcing time-limited parking.

Enforcement Approach and Options

Enforcement of parking regulations is required to ensure the success of any parking management plan. The ultimate goal is not to issue citations; but rather, to ensure users follow the established polices so the system is fair to all users. Enforcement can be viewed as only punitive, but it can also be used as a tool to educate and provide service to patrons of the downtown area. To accomplish this, Walker recommends that Winter Haven adopt the "Ambassador Approach" model for the enforcement of the parking regulations. This approach is considered a best practice in the industry and many of its principles have been adopted by large and small cities successfully.

The mission of the Ambassador Program is to provide hospitality, tourism and public safety services to local citizens, businesses and visitors, in addition to enforcing parking regulations. Ambassadors would be required to complete a multi-faceted training in hospitality and customer service, emergency response and first aid, public transportation, and city services.

The primary goals of an Ambassador Program are to promote the area, resolve concerns, deter criminal activity, and help make the Winter Haven a better, safer and friendlier place to live, visit, shop and conduct business. Ambassadors should initiate personal contacts with the parking public, have the ability to issue warnings and slightly fewer citations, and interact with visitors and citizens in a positive manner.

The vision of the program is to help promote a progressive, dynamic downtown experience. The Ambassadors may accomplish these goals while providing parking management by monitoring public safety, extending a helping hand in emergency situations, and calling on area merchants on a regular basis.

Beyond enforcing parking regulations, the following are examples of appropriate behaviors and duties of Ambassadors:

- To greet visitors and offer customer service.
- To be a friendly face in response to many people's initial interaction with the City.
- To give accurate directions to visitors and direct visitors to destinations.
- To provide information and explain local traffic and parking regulations to seek voluntary compliance.
- To distribute City brochures and maps.
- Identify and relay pertinent information on public area conditions needing action; and
- To deter criminal activity by their presence.

Ambassadors may utilize a less formal uniform than that of the police, with some cities using a branded polo shirt, unique hat, or shorts.

Walker Recommends

In place of adding city staff to manage and provide enforcement of the recommended changes to the parking regulations, the City should consider using a professional parking management firm to meet the labor and management requirements. While this recommendation will shift the day-to-day operating responsibilities, it does not relieve the City of its ultimate responsibility to ensure the system continues to meet the needs of its residents, local business owners, and visitors. Several parking management firms offer both on-street and off-street parking management services, including monitoring length of stay for time-limited spaces, issuing and adjudicating parking citations, collecting parking fees, and oversight for event parking needs. Another approach is toward outsourcing management responsibilities of the parking program suggests an opportunity to shift the oversight responsibilities to an existing downtown management association or a downtown development authority.

Services are typically provided for a management fee plus expenses or flat hourly rate based on position, often with incentives for specified performance criteria. To obtain competitive and comparable proposals, we recommend issuing a request for proposals that includes the goals and vision of the program, a detailed description of the duties, hour of operations and expectations, along with specific pricing details.

Citation Issuance and Fines

As part of the overall parking program, citation fines would offset the cost of employing ambassadors to help fund the parking program. While not to be considered a primary revenue stream, a portion of parking funds will be attributed to parking citations.

Citation fines should be set at a level that will encourage the compliance of parking program rules and payment of set parking rates. For example, if an opportunity to park beyond time limits in a time-limited parking space is enforced by a citation fine of $10 the patron who chooses not to comply may see value in "taking a chance" of not receiving a citation for a $10 penalty. If the citation is set at $30, then the patron may re-think the position towards voluntary compliance. In general, most patrons will comply if regulations are well advertised, easy to understand, and easy to use. The citation fine is set to encourage the ambivalent patron to reconsider compliance.

As citation fines will be a source of funding, proper management tools and software should be procured. Permit and citation technology solutions are now available through web-based, database management systems that will track citations, from issuance to payment, provide auditable records, and integrate with the Department of Motor Vehicles (DMV) and/or license plate look-up services. The solutions providers in this space are trending towards significant reductions in the cost of the software as a solution (SaaS) for permit and citation services if they can bundle the cost of collection services for outstanding citation payments. Permit and enforcement software solutions can also manage and track the adjudication process.

Adjudication Process

Proper management of a municipal citation program should provide the opportunity for a patron to dispute a violation. With modern permit and enforcement SaaS solutions, this can be accomplished virtually online.

When a patron goes online to review their citation record, they will have the opportunity to select a dispute button. They would then provide relevant information as well as their explanation for their dispute. Under a first-level dispute resolution policy, a designated staff member of the third-party operator (typically a supervisor or manager) will review the dispute and overturn the citation, reduce the fine, or uphold the citation and provide the patron a reason for the action via an electronic reply.

The process can end here, or further opportunity for dispute can be provided with the aid of an independent magistrate to review and rule on the status of the citation. This process can also be conducted online via written correspondence or through virtual video conferencing. The magistrate can work directly with the software solution to input their decision, which will directly be applied to the citation record and provide a seamless update of the process.

The third-party parking operator would be responsible for interviewing and contracting with the special magistrate, typically a local judge or attorney with experience in municipal claims adjudication. The operator will provide the magistrate with information on code, citation records and software system operating procedure. Setting regularly scheduled times for hearings is typically best for all parties involved (i.e., first Tuesday of each month).

As this would be an upgraded municipal citation program it is suggested that an on-line, virtual adjudication process be implemented, enhancing the customer service level as patrons can dispute from anywhere virtually.

Outstanding or uncollected citations should be processed through the citation management system and a third-party collection agency. Many of the permit and citation solutions providers have collection solution offerings for which use can offset the cost for the management software. These third-party collection agencies maximize the ability to collect in-state and out-of-state delinquencies through established relationships with U.S. DMV agencies and skip tracing waterfall procedures that streamline the use of electronic information, automated lists, and networks of vendors to obtain the appropriate contact information and begin the collections process for each delinquent citation.

03 Parking Technology Review

03 Parking Technology Review

The proper use of technology will help make it easier for people to reach their destination, improve asset management and supply/demand balancing, and optimize customer service and program revenues. To that end, it is important to identify and select technologies that integrate seamlessly so that the program will be easy to manage and create a unified customer experience. Solutions described in the following pages will identify technologies that will support the goals of the program.

License Plate as a Credential

Use of a vehicle license plate as a credential has many uses in parking, as every vehicle has a unique license plate for identification. These uses include virtual permits and enforcement. In conjunction with License Plate Recognition (LPR) technology, this solution can help streamline the effectiveness of the parking program and facilitate the customer's ability to self-manage their parking account/credentials. Application of LPR can:

- Verify access to authorized parking customers (permits)
- Expedite enforcement of parking program violations

Walker Recommends

All technology solutions should employ the industry best practice of using the license plate as a parking credential in conjunction with LPR solutions.

Permit Management and Enforcement

In the parking and mobility industry, it is typical that permit management and enforcement solutions reside under a single platform.

Permit Management

Permit management software solutions operate with the same function regardless of the permit type, the only difference are the operating parameter/rules of the permits. Permit considerations for the City's program will include an employee parking credential for parking access.

The permit management solution will operate under an account-based system. This means that every permit holder will have an account. With this account established, the City can validate vehicle ownership records at periodic intervals and send electronic renewal notices for permits. Vehicle information and permit status is managed in a cloud-based software solution that is accessed by enforcement solutions.

Employees and business owners can self-manage their account, adding and removing vehicle license plate information, updating contact information (email, cell, etc.). The system will allow operational business rules to be set to limit the number of permits sold in any given category or location, and create a self-managed, online system that will improve the current manual permit issuing process.

In the event employees and business owners do not have a means toward self-managing their account through an online software solution, the City will need to offer a customer service solution whereby an employee or business owner may visit the parking offices during business hours to obtain their parking credential permissions. Staff will need to manually manage the process for this exception.

Enforcement

Enforcement technology will primarily use license plate recognition (LPR) to validate the status of a vehicle. The officer/ambassador will be issued a handheld device in which the vehicle license plate can be scanned or manually entered. The device will have cellular data connectivity which will allow the license plate to be compared to the permit system database as well as the payment platform database (meters and/or mobile payment) to validate status within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle, if not valid, the device will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move to the next vehicle.

In addition to a handheld device, a mobile LPR vehicle should be considered. This type of vehicle (typically a small pick-up truck, small sedan, or electric golf cart is used) will be equipped with LPR cameras and lighting which will allow the officer/ambassador to patrol the parking areas more efficiently. As the vehicle drives through the area, the LPR cameras capture the images of the vehicle license plates, translates the image to text files, and compares that data to the permit system database as well as the payment platform database within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle. If not valid, the system will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move the next vehicle.

The permit and enforcement software solution will also allow the violator to pay online or submit an adjudication application request. With direction to a system website, through a link from the City website or direct access, the violator will be able to look up the citation record, pay via credit card or payment service, or dispute through allowed program methods.

Walker Recommends

The City of Winter Haven should consider the acquisition of a permit and enforcement technology solution that will facilitate the enforcement of time limits, permit management, and collection of fines for the parking program. A solution of this type will improve management efficiency for the City and improve customer interface with the parking program. The City can develop specification criteria for procurement, typically through an RFP process.

04 Parking Wayfinding Review

04 Parking Wayfinding Review

Traditional, static wayfinding is simply a way to communicate the location of an intended destination. This is currently being practiced in the City in a limited fashion. However, with the advent of parking and mobility technology, the ability to communicate the supply of parking inventory is possible. Communicating the availability of parking inventory can be as simple as adding a digital OPEN / FULL or a digital numerical sign to current wayfinding signs.

Wayfinding can also be communicated through mobile wayfinding and parking apps. When the patron activates their app, they are provided the information that needs to be considered when deciding to proceed to their destination.

The data that feeds digital signs and mobile apps is obtained by vehicle counting systems either native to mobile app platforms or independent systems that integrate with these apps.

Counting solutions native to revenue collection platforms are convenient in that they are providing the service ancillary to the primary features of revenue collection. However, there are limitations to the accuracy of the data in that the vehicle counts are dependent on active interaction with those platforms and are transaction based. This means that vehicles that do not interact with the system by choosing not to pay or those that may have a pre-authorized permit, will not appear in the count data. Solutions providers may attempt to improve accuracy by developing algorithms to their software that will help forecast actual counts, however there will always be an element of inaccuracy in the data.

Independent solutions can be more accurate in that they are dedicated to counting vehicles as they physically enter a location and are not dependent on transactions or algorithms. Camera-based systems have been quickly improving in the marketplace and can provide the most reasonable level of accuracy as long as the cameras have the proper sightlines to capture images.

Walker Recommends

A critical component to implementing an efficient parking program, Walker recommends a need for the City to implement a dynamic wayfinding solution that is paired with real-time mobile transactions and camera-based activity. Use of camera-recorded vehicle counts at parking facility entrance and exit lanes will enable the City to monitor the use of specific location inventory throughout the course of the day. Communicating this information to motorists in advance of their destination arrival will help inform travel decisions and reduce traffic congestion.

Wayfinding Solutions

Wayfinding solutions to parking availability will provide more accurate data as these methods pertain to all vehicles parking in a facility. Two methods will be discussed below:

Facility Counts

Facility counts pertain to the whole parking facility and provide one (1) overall space availability count. As we know, the City parking structure provides an inventory of 297± parking spaces. Sensors placed at the entry and

exit points to the parking structure will track vehicles as they enter and exit. These sensors can be in the form of in-ground vehicle detection loops, magnetic sensors, LIDAR (Light Detection and Ranging), or stationary cameras.

As a vehicle enters the parking area the counts will be reduced by one (1) from 297 to 296. As this count changes, the wayfinding software can communicate this information to electronic signage at the entry, but also to websites or mobile parking applications on patrons' smart phones. As the counts lower to a pre-determined threshold, the software will update the parking facility to "Full" or "Closed". This count system does not differentiate reserved or dedicated parking spaces as it does not know "where" the vehicle parked, so therefore, spaces like Americans with Disability Ace (ADA) or Electric Vehicle (EV) only spaces can't be properly monitored.

Single-Space Counts

Single-space count solutions can monitor each space in the parking facility. This is by far the most accurate solution as it does differentiate from "regular" spaces and reserved or dedicated (ADA or EV) spaces. If the parking facility is further defined with reserved or general permit spaces, these two user groups can also be defined. With these spaces being monitored individually the associated information can be provided to the signage, website, and mobile applications: "Permit", "Public", "Disabled", and/or "EV" Spaces.

This technology comes in three forms, magnetic, ultrasonic, or camera-based sensors. The magnetic and ultrasonic sensors are small "pucks" that are embedded in the asphalt in each parking space. When a vehicle parks in the space, the sensor detects its presence and communicates wirelessly to a controller box. The camera-based sensors are mounted atop poles in the parking area and monitor multiple spaces individually at the same time. Depending on the mounting height of the pole and the vision available (no tree canopy or other obstructions) these cameras can monitor up to 30-80 spaces each.

Utilization

The above wayfinding and parking availability data can be used to direct parking patrons to the available parking locations. This information can be disseminated on the City's website (or others) and through a mobile parking application. This technology is useful in many ways, but perhaps the most valuable is the impact this can have on the environment.

As an example, let's say a retail patron visiting the south end of downtown wishes to patronize the library. They can review the parking availability before leaving. If the City parking structure is full, they could choose an alternate location to access the library. This reduces emissions from this library patron by not having them drive all the way to the City parking structure, drive around looking for a parking space, and then abandoning their search to head elsewhere. This decision can be made in the beginning, with no excess emissions and time wasted. This would prove beneficial to both the parking patron and the City residents as it would reduce emissions and excess traffic.

This parking availability information can also be transmitted wirelessly though cellular services to electronic messaging signage to display "Open" or "Full" messages at key decision points along the roadways in Winter Haven. These signs could be tastefully adorned with the City's seal or logo. The technology exists to have these be light sensitive as well and turn off at night when demand is low, and most locations would be available. They can also be programmed to turn off unless a specific location is full, allowing a message to be displayed.

05 Appendix

05 Appendix

The information contained in the following pages of this appendices has been provided by the City of Winter Haven for the use of supporting the information provided in this report.

WINTER HAVEN
The Chain of Lakes City

RESERVED PARKING PROGRAM

Per Section 18-53(b) of the City of Winter Haven Code of Ordinances, the City is permitted to lease up to 10% of all individual parking spaces in City-owned parking facilities on a year-to-year basis. The following Reserved Parking Program and associated operational and management procedures are developed in accordance with Section 18-53(b).

Program Administration

The Reserved Parking Program is administered by Community Redevelopment Agency (CRA) Staff in the Growth Management Department with enforcement assistance from the Winter Haven Police Department.

The leasing of spaces is done on a year-to-year basis from October 1 through September 30. Lessees will be required to execute a new lease and make full payment each year prior to October 1. Any space not renewed will be made available for lease through a lottery process.

Eligible Facilities

For the purpose of the Program, the following City-owned, public parking facilities will be utilized as noted:

Surface Lot Parking Facilities	Structured Parking Facilities
LOT A: 4th Street, SW/Central Avenue	**Avenue A, NW Parking Garage**
LOT B: 4th Street, NW/Avenue B, NW	**LOT GC:** Covered - Levels 1 & 2
LOT C: 3rd Street, SW/Avenue A, SW	**LOT GU:** Uncovered - Level Roof
LOT D: Avenue A, SW @ 2nd Street, SW	
LOT E: Avenue A, NW @ Post Office	

**These facilities may be removed and/or others added as deemed appropriate based on demand and/or other conditions.*

Leased Spaces

Parking spaces/stalls leased through the Program are done so on either a Business Day (7am until 5pm, Monday through Friday) or Full Day (24 hours, Sunday to Saturday) time period. For the Structured Parking Facility ONLY, the lessee will have the option of designating the time period based on his/her individual needs. It should be noted, however, that if a lessee opts for a Business Day lease, the designated space will be subject to general public parking after 5pm during the week and all day on weekends.

Term of Lease

The leasing of parking spaces will be administered with an individual Lease Agreement for each available space with a term not to exceed one calendar year beginning no earlier than October 1 and terminating no later than September 30. Spaces leased after October 1 will be prorated for the balance of the year based on the first day of the month in which the space is leased. Refunds will not be provided for spaces no longer needed.

Fees

In exchange for the guarantee of a reserved parking space, lessees are required to pay an annual lease fee. The fee schedule varies based on the type of parking facility and in the case of the Parking Garage, the time reserved for each day (Business Day versus Full Day).

The following fees plus tax shall apply:

LOT A: Business Day	$300/year*	*($25/month)**	**LOT GC:** Business Day	$600/year*	*($50/month*)*
LOT B: Business Day	$300/year*	*($25/month)**	**LOT GC:** Full Day	$900/year*	*($75/month)**
LOT C: Business Day	$300/year*	*($25/month)**	**LOT GU:** Business Day	$300/year*	*($25/month)**
LOT D: Business Day	$300/year*	($25/month)*	**LOT GU:** Full Day	$600/year*	*($50/month)**
LOT E: Business Day	$300/year*	($25/month)*	**OTHER**		

**Plus Tax*

Enforcement

Each space designated for the Program will be assigned a control number. Once a space is leased, an identification sign will be placed at the front of the stall and the lessee will be given a colored mirror hanger displaying the control number that must be properly displayed at all times while using the leased space. Enforcement associated with the Program will be managed by the Winter Haven Police Department. Any vehicle parked in a leased space without authorization shall be fined ten dollars ($10.00) for the first offense and twenty-five dollars ($25.00) for all subsequent offenses. In addition, the unauthorized vehicle may be towed by an authorized towing company to a designated impound yard. Vehicles towed shall be restored to the registered vehicle owner upon payment of towing, storage, and administrative fees. A Police hold shall be placed on the vehicle pending payment of all administrative fees and fines.

WINTER HAVEN
The Chain of Lakes City

LOT A: 4th Street, SW/W Central Avenue

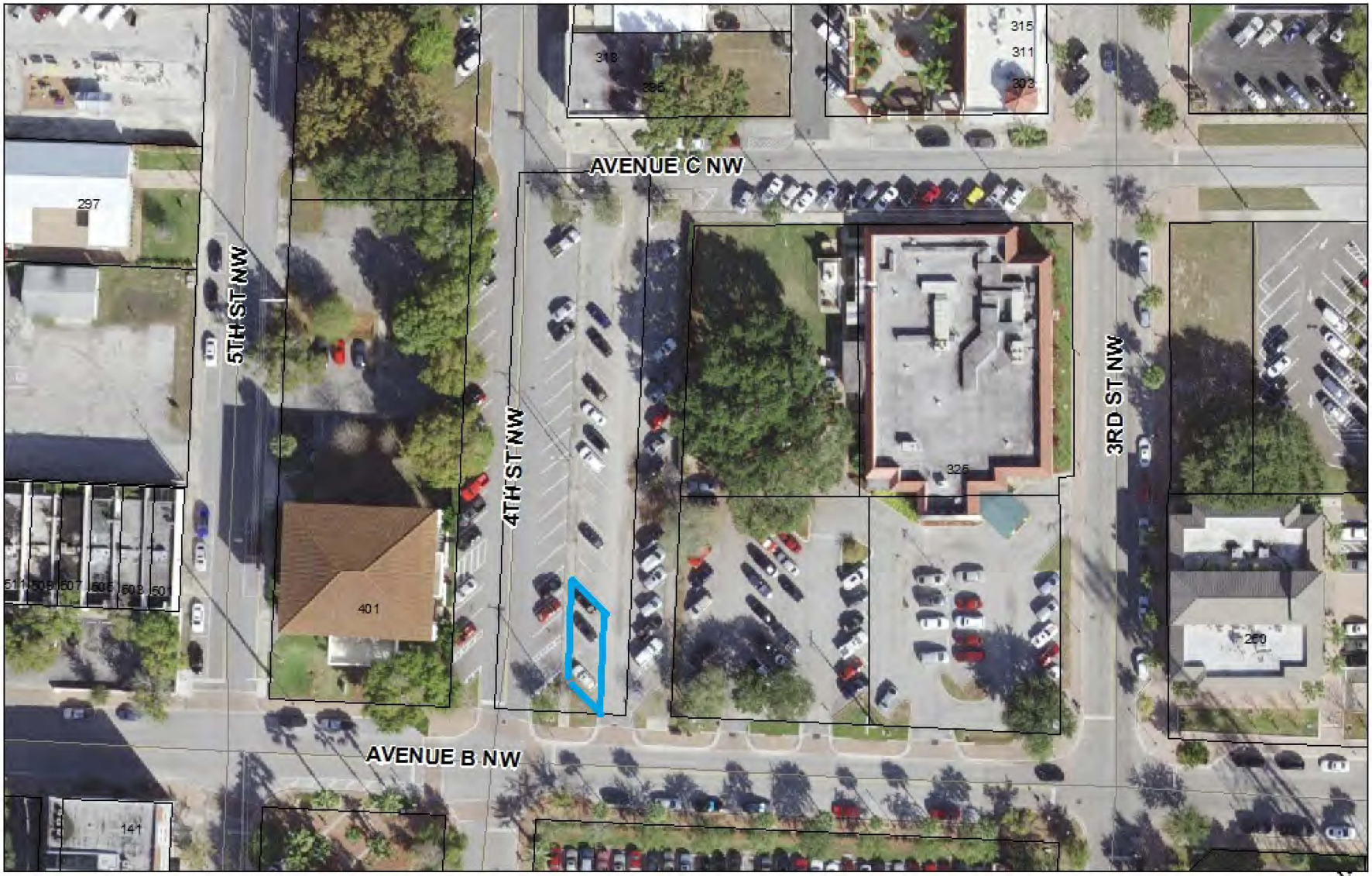
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the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

4 leasable spaces

N

WINTER HAVEN
The Chain of Lakes City

LOT B: 4th Street, NW/Avenue B, NW



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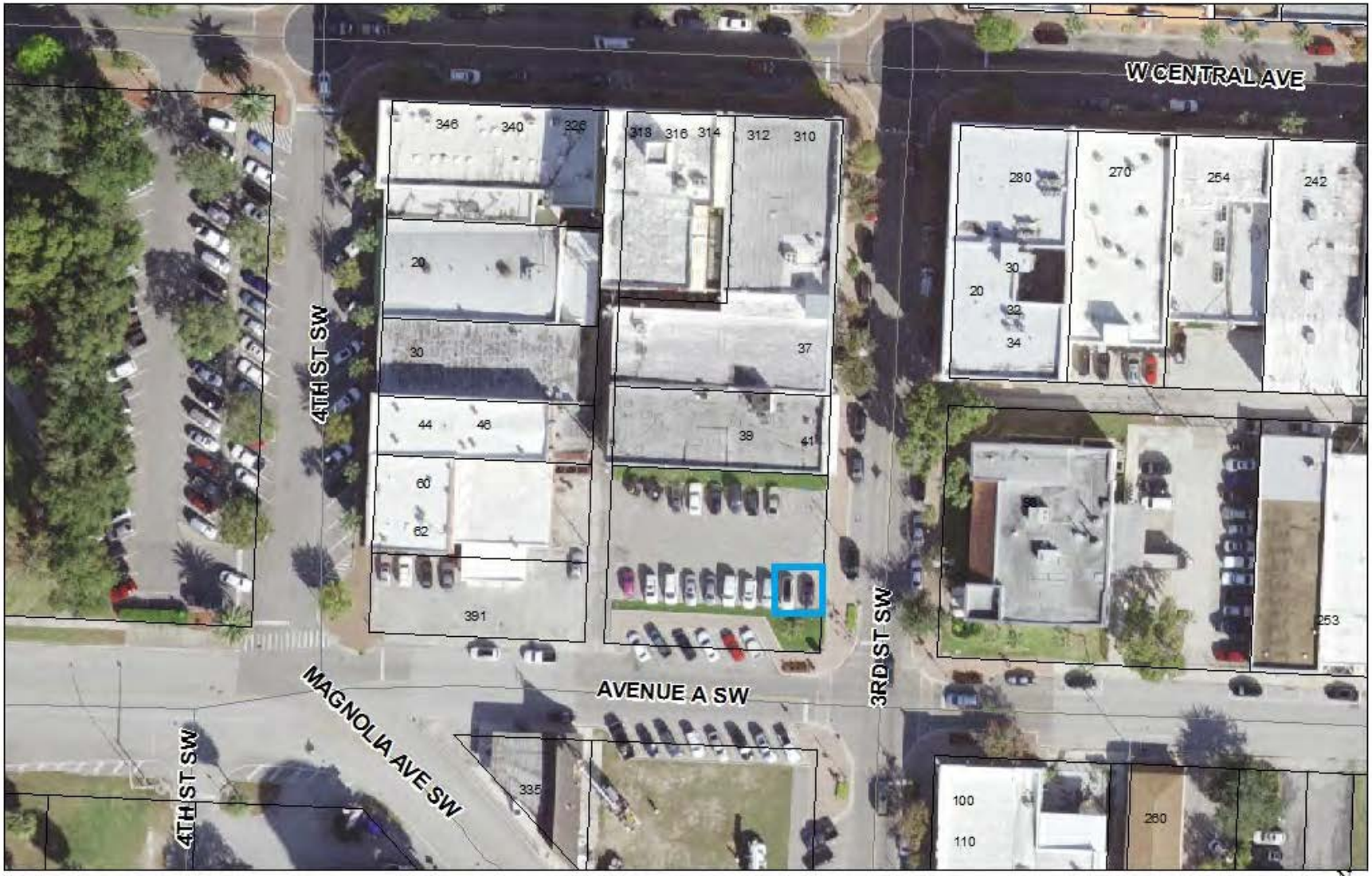
4 leasable spaces

N

WINTER HAVEN
The Chain of Lakes City

LOT C: 3rd Street, SW/Avenue A, SW



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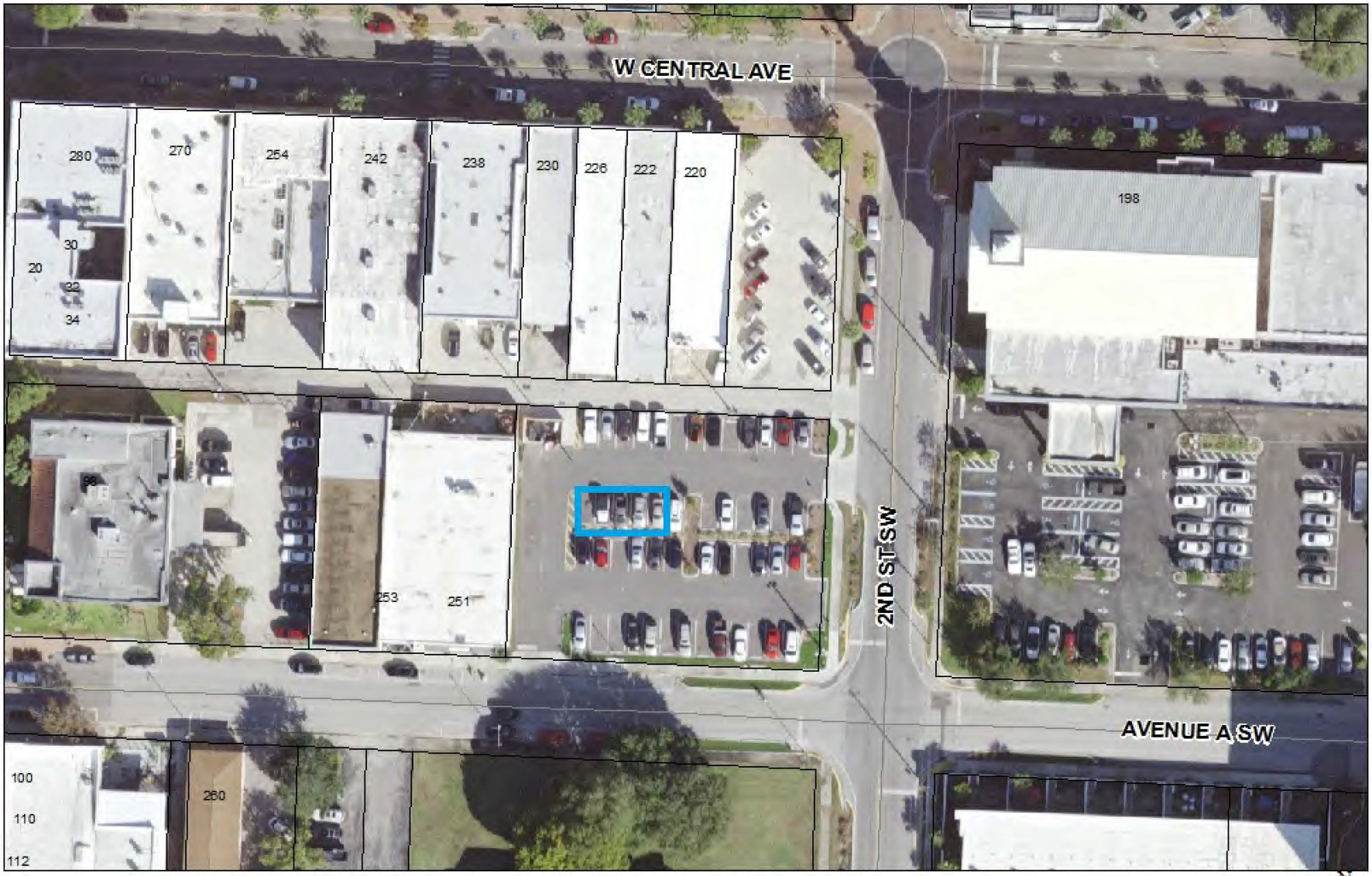
2 leasable spaces

N

WINTER HAVEN
The Chain of Lakes City

LOT D: Avenue A, SW/2nd Street, SW



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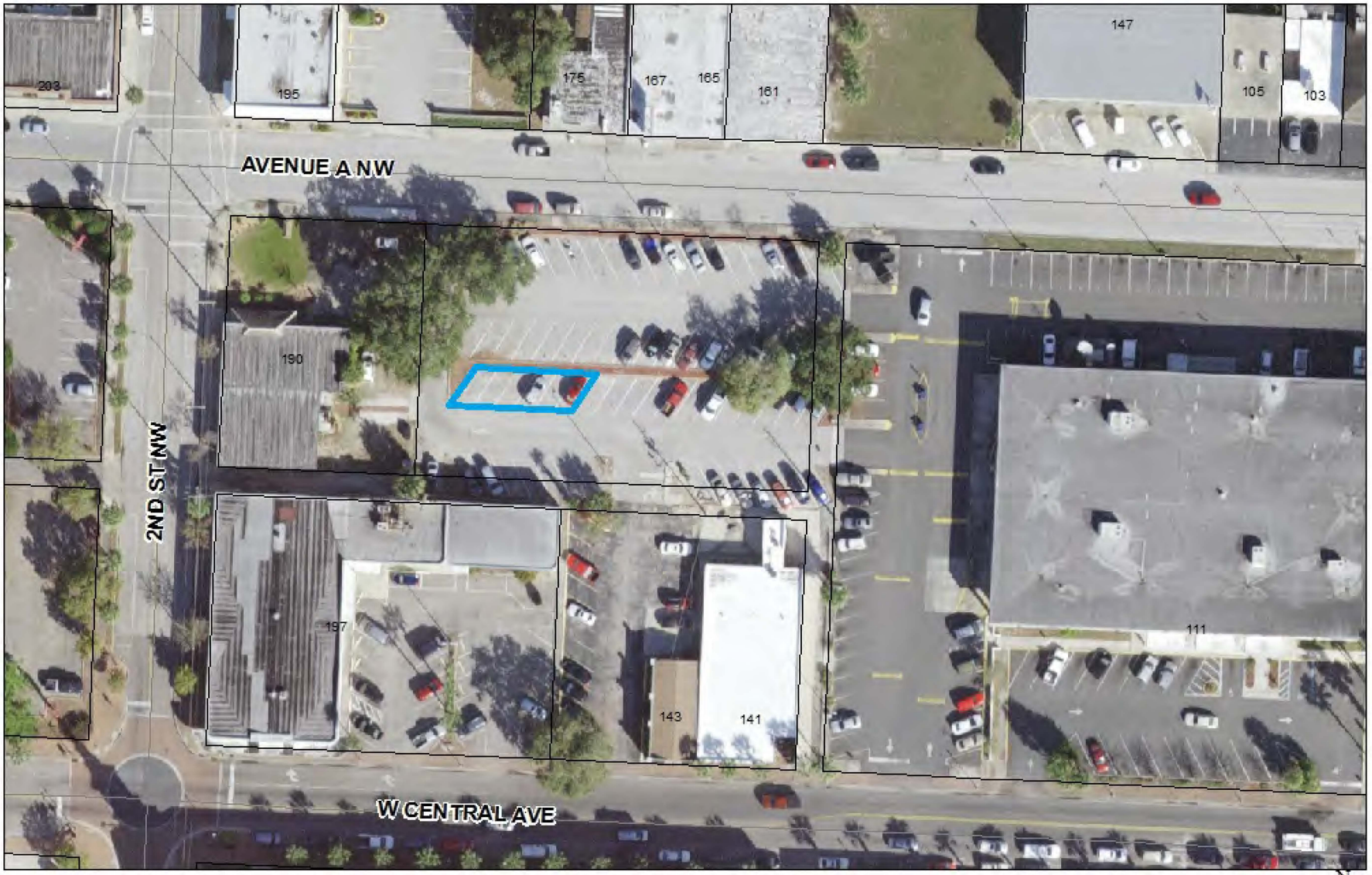
5 Leaseable Spaces

WINTER HAVEN
The Chain of Lakes City

LOT E: Avenue A, NW @ Post Office



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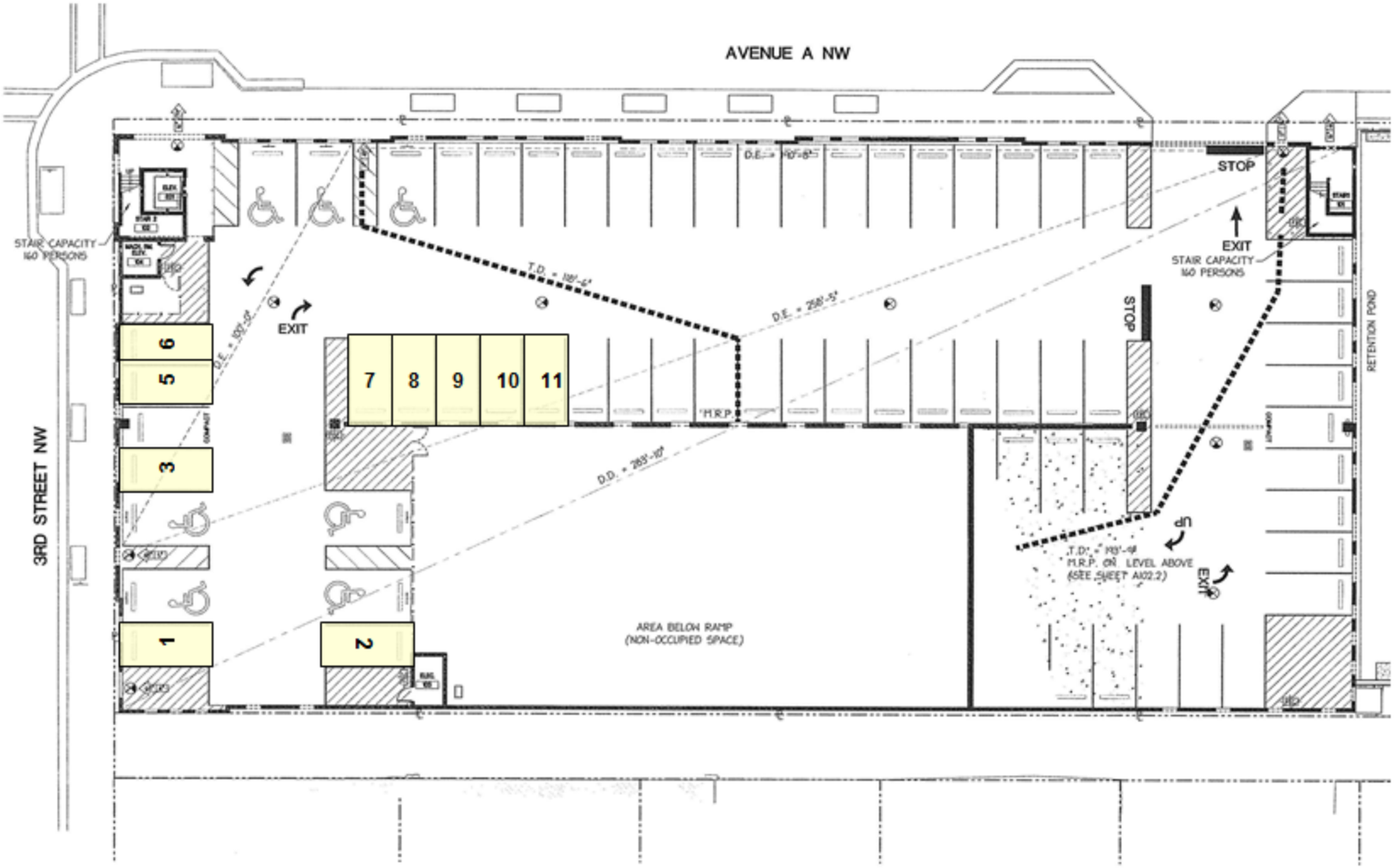
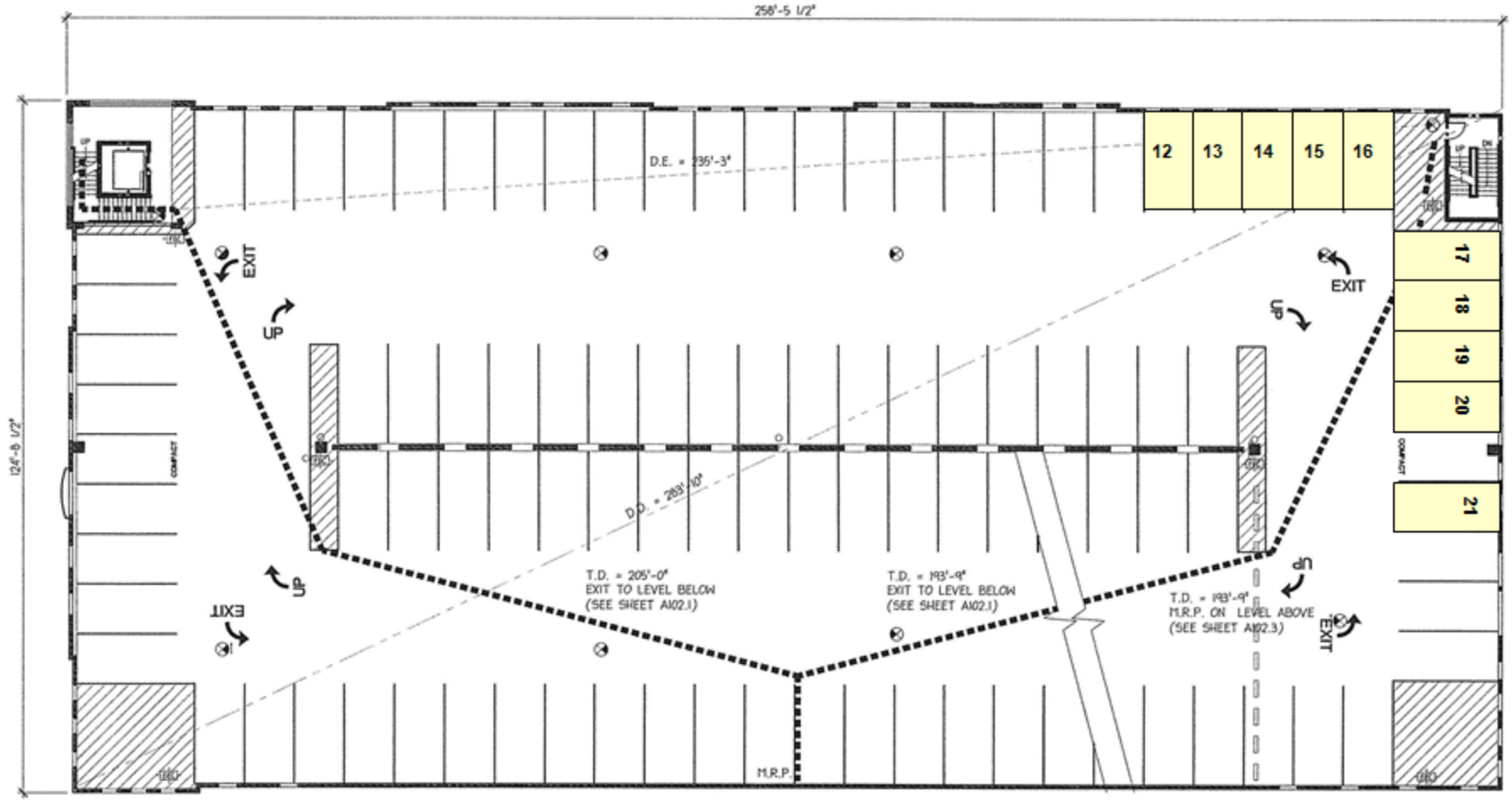
6 Leasable Spaces

Parking Garage – Avenue A, NW
Level 1 - Covered



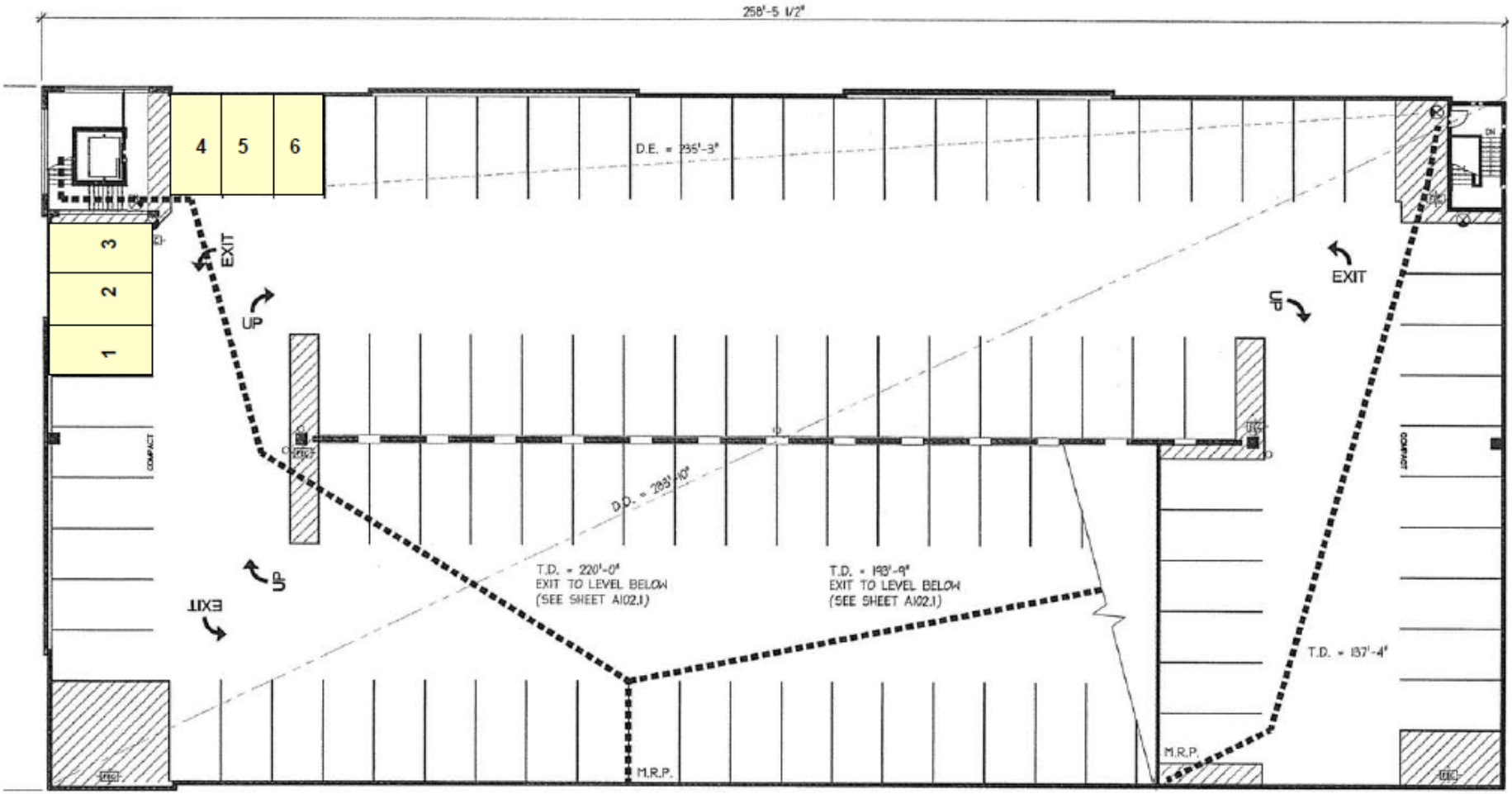
10 leasable spaces

Parking Garage – Avenue A, NW
Level 2 - Covered



10 leasable spaces

Parking Garage – Avenue A, NW
Level 3 - Uncovered



6 leasable spaces

WALKER CONSULTANTS

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Tampa, FL 33634

813.888.5800
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November 17, 2022

(sent via Email: mherr@mywinterhaven.com)

Mr. Mike Herr
City Manager
City of Winter Haven
451 Third Street
Winter Haven, Florida 33881

Re: *Downtown Strategic Parking and Mobility Master Plan*
Winter Haven, Florida
Walker Project No. 15-002623.00

Dear Mr Herr:

The City of Winter Haven has hired Walker Consultants to prepare a unified and coordinated parking policy that will be used to effectively maximize public parking availability and usage throughout its downtown footprint. The information contained herein represents our development of a Strategic Parking and Mobility Master Plan for the City of Winter Haven. Our plan highlights the findings and recommendations developed from the previous three phases outlined in the City's scope of services. What follows is a sequential-step action plan to assist the City with its implementation needs. The plan is defined by immediate, short-term, mid-term, and long-term action items.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please do not hesitate to call.

Sincerely,

WALKER CONSULTANTS

Jim Corbett, CAPP
Director of Planning, Operations, and Technology, SE Region

Cc: Eric Labbe, AICP, City of Winter Haven
Thomas G. Szubka, CAPP, CPP, Senior Consultant, Walker Consultants
Bobby Mordenti, M.U.D., Transportation Planner/Urban Designer, Walker Consultants

WALKER CONSULTANTS

November 2022

Downtown Strategic Parking and Mobility Master Plan

Phase Four: Parking Master Plan
City of Winter Haven, Florida

Prepared for:
Office of the City Manager
Department of Economic Opportunity and Community Development

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Introduction

The scope of services for the Downtown Strategic Parking and Mobility Master Plan requires the consultant to provide a report to the City that establishes a unified and coordinated parking policy, to include a review of additional inventory needs, parking regulations, and technology enhancements, as well as recommendations for parking management strategies and improved parking and mobility experience which will be utilized to effectively manage public parking availability and usage within the City.

To satisfy the City's scope of service requirements, Walker has prepared this final action plan for the City to consider when implementing a recommended Parking Master Plan. As we have reached this final project milestone, we have strategically identified the actionable items from our initial phase deliverables:

Phase *1: Parking Supply and Demand Analysis*
Phase 2: Parking Alternatives Analysis
Phase 3: Review of Parking Policies and Practices

The following items have been prioritized by immediate, short-term, mid-term, and long-term action items for the Town to consider.

Immediate Action Items (3 to 6 months)

Establish a Parking System Brand

Brand identity has been defined as the visible elements of a brand, such as color, design, and logo, that identify and distinguish the brand in consumer's minds. Consistent marketing and messaging lead to consistent brand identity, and therefore consistent use. When done right, the brand also announces to the parking consumer that it is safe and easy to park when you see the logo, and more importantly, an opportunity to expand the brand into a marketing and education campaign that compliments the organization's mission and goals.

Walker representatives recommend the City of Winter Haven develop a public parking brand where simple and clear information is conveyed about the public parking locations. Use of parking facility arrival signs with an identifiable logo that is compatible with local environmental design characteristics. The brand should support the maintenance of public safety with well-lit and clean operations, rules that make sense and encourage safety while reducing congestion, frustration and hazards for users. The branding effort should carry through the City's social media and communication programs, to include the City's website and economic and tourism platforms. To assist with the following dynamic wayfinding solution, we recommend developing a simple and consistent parking location naming convention which consumer's may use to identify within a certain district or commercial corridor.

Dynamic Wayfinding Solution

The basic principal of a wayfinding strategy is to create a legible environment, to find destinations and exclude random seeking. At its simplest, a wayfinding strategy helps to create areas, environments, parking facilities to be easy to navigate places for people and to have a seamless journey experience.

Walker representatives recommend the City of Winter Haven develop a dynamic wayfinding program that advertises public parking availability at its various public parking locations. The development of the program will be two-fold to include use of an electronic parking space availability sign at the entrance of the City's parking structure and variable messaging along certain motorist decision points along key vehicular corridors showing space availability at public parking lots. Use of the City's website should support this real-time space availability through the use of a mobile-friendly platform.

Time-Limited Parking

In the absence of implementing a paid parking system, consistent and enforced time-limited parking remains the most beneficial way to ensure critical parking occupancy turnover occurs in a commercial and retail environment. Time-limited parking should be established in terms of walking distance level of service. Prime location spaces in the core area of downtown should be regulated by shortest duration. Walking Distance Level of Service may be defined as follows:

- Level of Service A = 400 feet
- Level of Service B = 800 feet
- Level of Service C = 1,200 feet
- Level of Service D = 1,600 feet

Under a Walking Distance Level of Service "A" and at times "B", Walker representatives typically find and recommend the most convenient curbside spaces offer a two-hour limit. Off-street, surface parking areas in these same convenient areas should offer a slightly longer duration, so as not to exceed a four-hour duration. For Level of Service "C" and "D", on-street spaces should generally be unrestricted. Under this scenario, we recommend parking structure spaces be unrestricted as well. As pockets of redevelopment create new demand scenarios, we recommend a need to reevaluate the expansion of Walking Distance Level of Service programs.

Reserved Parking Program

Reservation of specific use parking in public parking facilities compromises the very intended definition of public parking principles. Section 18-53 of the City's charter allows the City Manager to designate up to ten percent (10%) of the public parking spaces at any public facility for specific reserve parking needs. We anticipate this practice may have been created out of a need to accommodate proximate location requests for small business owners needing a guaranteed option for parking when parking options are unavailable within business districts.

Walker representatives support the 10% threshold policy and encourage future opportunities to relocate these reserved parking requests to lesser-utilized public parking assets to include the City's public parking structure and

assets where significant inventory exists. When possible, we recommend converting the reserved specific use spaces to conventional 30-day general access parking permits.

Off-Street Employee Parking 30-Day Permits

Employee parking needs and solutions remain a critical component to downtown employers and small business owners and as such, should have consideration in any strategic master plan. When time-limit parking regulations are consistently enforced employees will need to find alternate locations to prevent the requirement of moving their vehicle every two hours.

Walker representatives suggest limiting the issuance of 30-day permits to a percentage of spaces in the larger off-street facilities so as not to compromise daily transient activity within these locations. Permits would be available for use during weekday business hours only (6:00 a.m. to 6:00 p.m.) A separate evening employee parking permit could be available for the hours of 4:00 p.m. to 4:00 a.m. Key locations for employee parking locations at this time, should include the 267-space City parking structure on Avenue A NW, the 40-space surface lot located at Avenue B NW and 4th Street NW (currently under renovation and being used for construction staging), the 68-space surface lot located at Avenue A NW and 2nd Street NW (Post Office), and the 50-space surface lot located at the northwest corner of 2nd Street SW and Avenue A SW. The designation of these parking facilities for longer-term permit parking would offer a potential for as many as 425 employee parking spaces, while leaving several of the smaller, more conveniently located locations available for short-term parking options.

Section 18-77 Temporary Handicap Permits

Under section 18-77 of the City charter, the City Manager is authorized and directed to issue, upon application, a renewable, ninety-day handicapped permit to any temporarily handicapped person who is currently certified by a physician licensed under F.S. chapter 458 or 459 or comparable licensing in another state, or by the adjudication office of the Veterans' Administration, as being temporarily severely physically disabled and having temporary mobility problems which substantially impair his ability to ambulate; and such vehicle is transporting a person eligible for such parking permit.

Walker representatives recommend the City Manager refrain from being in the business of issuing a renewable 90-day disabled parking permit and allow this application process to be handled by the process regulated by the State of Florida.

Event Promotor On-Street Parking Application

Under Section 18-55 of the City charter (b) persons conducting or sponsoring events in the downtown business district are authorized to request an exemption from the requirement for legal parking in the rights of way.

Walker representatives recommend allowing the exemption from posted time limits and overtime parking regulations when parking in a timed parking zone, however such persons conducting or sponsoring events in the downtown business district shall be required to apply for an event parking permit and be required to pay an event

parking rate for the use of this space during operating hours. Whenever possible event parking permits shall be encouraged to utilize parking spaces in areas of lesser vehicular demand and short-term parking activity.

Enforcement Hours of Operation

Consistent enforcement of the City's downtown parking regulations remains important for businesses owners and visitors to understand the rules and comply with the regulatory requirements. Enforcing the rules on some days and not others, or only enforcing certain times per day sends a mixed message to employees, residents, and visitors. All parking system users need to be held to the same standards, regardless of their parking needs or status. The current enforcement hours of operation provide for parking enforcement coverage between the hours of 8:00 am and 5:00 pm, Monday through Friday.

Walker representatives recommend adjusting the hours of operation to allow for a later enforcement start in the mornings while extended the coverage beyond 5:00 pm. Additionally, with the growing increase in activity on Saturdays, we recommend adding coverage on Saturdays to encourage best practice use of the short-term parking inventory are ensure the longer-term parking needs are satisfied with lessor demand parking spaces. We propose parking enforcement coverage between the hours of 9:00 am and 7:00 pm, Monday through Saturday. Under the 2-hour time limit program, this recommendation would allow users to park until 11:00 am without violating any time limit regulations. Conversely, enforcing the 2-hour limits until 7:00 pm enables a short-term parking patron to park free of regulatory violation after 5:00 pm each day. This policy regulation is designed to keep 2nd shift employees from parking in the convenient spaces when arriving for their late afternoon shift.

Short-Term Action Items (6 to 12 months)

Outsource Enforcement Resources

As the City of Winter Haven continues to develop and promote its parking program, Walker encourages the City to consider an opportunity to develop a parking enterprise fund whereby enforcement and operations personnel are provided by a professional third-party operator. In accordance with Florida State Statutes, the Florida Department of Law Enforcement (FDLE) offers a municipal citation certification course for representatives acting on behalf of a municipal government under a professional services agreement. During this course, representatives are certified to issue civil citations enforcing local municipal parking regulations.

Under an enterprise program format, parking citation management and adjudication practices would fall under the responsibility of the third-party operator, relieving the chief of police and police department representatives from these responsibilities and allowing them to focus on handling policing responsibilities related to community safety and security standards. Walker supports the fine structure prescribed in this section.

Electronic Tire Chalking and Permit Management

Enforcement of parking regulations is required to ensure the success of any parking management plan. The goal is not to write citations; but rather, to ensure users follow the established polices so the system is fair to all users. Enforcement can be viewed as only punitive, but it can also be used as a tool to educate and provide service to patrons of the area. To accomplish this, the City can adopt an "Ambassador Approach" model for the enforcement of the parking regulations. This approach is considered a best practice in the industry and many of its principles have been adopted by large and small municipalities successfully. Ambassadors will first seek to educate, allowing patrons who may not be familiar with program rules to comply before citations are issued. Typically, an ambassador will be trained in customer service techniques to complement their enforcement certification and have a more welcoming uniform design (i.e. Polo shirt and shorts).

Enforcement technology will primarily use license plate recognition (LPR) to validate the status of a vehicle. The officer/ambassador will be issued a handheld device in which the vehicle license plate can be scanned or manually entered. The device will have cellular data connectivity which will allow the license plate to be compared to the permit system database as well as the payment platform database (meters and/or mobile payment) to validate status within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle, if not valid, the device will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move to the next vehicle.

In addition to a handheld device, a mobile LPR vehicle should be considered. This type of vehicle (typically a small pick-up truck, small sedan, or electric golf cart is used) will be equipped with LPR cameras and lighting which will allow the officer/ambassador to patrol the parking areas more efficiently. As the vehicle drives through the area, the LPR cameras capture the images of the vehicle license plates, translates the image to text files, and compares that data to the permit system database as well as the payment platform database within seconds. If the vehicle is valid, the officer/ambassador will move on to the next vehicle. If not valid, the system will allow the officer to populate the citation information, take photos, and print the citation with a portable, Bluetooth enabled printer. The officer will place the citation on the vehicle windshield and move the next vehicle.

The permit and enforcement software solution will also allow the violator to pay online or submit an adjudication application request. With direction to a system website, through a link from the City website or direct access, the violator will be able to look up the citation record, pay via credit card or payment service, or dispute through allowed program methods.

License Plate Permit Credential Program

Use of a vehicle license plate as a credential has many uses in parking, as every vehicle has a unique license plate for identification. These uses include virtual permits, revenue control and enforcement. In conjunction with License Plate Recognition (LPR) technology, this solution can help streamline the effectiveness of the parking program and facilitate the customer's ability to self-manage their parking account/credentials. Application of LPR can validate terms and dates for parking privileges, verify access to authorized parking customers (permits), and expedite enforcement of parking program violations. All best practice technology solutions described and

recommended are based on this industry best practice of using the license plate as a credential in conjunction with LPR solutions.

Enforcement and Immobilization

In addition to the City's ordinance and policies adopted from Polk County on vehicle towing practices, the City should develop a draft ordinance allowing for vehicle immobilization. Under this ordinance, the City of Winter Haven reserves the right to immobilize vehicles for non-payment of parking citations. In the event that a vehicle has been immobilized, a warning noticed will be placed on the windshield stating that the immobilizing device has been attached to the vehicle wheel. The warning notice describes all steps necessary to have the immobilizing device removed and vehicle released. Walker representatives recommend the immobilization practice for any vehicle which is parked in the public right of way, and for which there may be three (3) or more outstanding, unpaid, overdue parking citations, the latest of which has been unpaid for a period sufficient of minimum adjudication protocols. An added benefit to the vehicle immobilization policy will allow the City to address non-resident parking scofflaws and repeat parking violation offenders.

Adherence to the City's towing ordinance shall be executed upon instances where a vehicle is parked in a manner which creates a health and safety concern. Health and safety concerns may be related to no parking areas, overnight parking, or utility easement areas. All other parking violation matters should be handled with the use of the civil citation program.

Sale of City-Owned Real Estate

Prior to negotiating a sale of city-owned real estate, the City should evaluate the opportunity to repurpose the parcel for surface parking. Temporary designation of surface parking within the downtown core is often times the best use of real estate before a parcel is available for sale and private development. Walker estimates a range of $4,000 to $6,000 per space to redevelop a parcel for surface parking use. This cost per space includes some of the typical items such as erosion control, grading, aggregate base, curb and gutter, lighting infrastructure, 3" asphalt surface and pavement markings. Using the high-end range for a proposed 50-spaces surface lot we project initial costs in the range of $300,000. Additionally, developers may be more prone to acquiring the surface parking real estate knowing structural demolition is not required to redevelop.

If there is an opportunity to swap city-owned real estate parcels with other private land parcels to mutually benefit public and private strategic development plans, we will almost always encourage the discussion.

Mid-Term Action Items (12 to 24 months)

Parking and Mobility Enterprise Fund

Similar to a general fund model, an enterprise fund model operates as a City department with a division manager or director and support staff. A parking and mobility department should be a self-supporting government fund solely for the purpose of operating and managing parking and mobility operations to include micro-transit and commercial curb management. Any fees or fines generated by the department would be deposited into the enterprise fund for the sole purpose of operating parking and mobility programs.

Because the department must be self-sufficient, an enterprise fund shows a true accounting of operating and capital finances. This promotes budget transparency, allowing the public to see the actual cost to provide and manage parking and mobility, as well as understand the rationale behind fees and fee increases. Enterprise funds can retain revenue surplus and use these funds to issue bonds to invest back in the system. A self-funding capital program means parking and mobility initiatives do not have to compete with other City programs for capital funds or investment. This allows the department to invest in important infrastructure upgrades to the system that it may not otherwise be able to accomplish under a general fund model. Parking and mobility should still be a department of the City, which can lead to better integration of parking with land use and mobility plans versus a parking authority, which is an independent entity.

Under a scenario with the City of Winter Haven, we recommend the Parking and Mobility Enterprise Fund be the responsibility of the Assistant City Manager and his or her departmental oversight to include representatives from Legal, Finance, Information Technology, Community Standards (Enforcement) and Communications.

Public Parking Component for Future Developments

Walker representatives recommend developing a policy whereby a public parking component should be considered within each development plan for the City Manager to review and discuss advantages with the City Commission approval process. Establishing such a development criteria would afford the City the opportunity to participate in a direct parking inventory purchase or share the principle use inventory during off-hour use periods.

Public and Private Partnerships

Rebuilding cities is a complex and challenging endeavor under the best of circumstances. Among other things, it requires merging public and private interests and resources. However, the traditional process of urban development can be inherently confrontational—an arm-wrestling contest between the local government and the developer to see which will win distinctly different prizes. No longer can private capital be relied on to pay the high price of assembling and preparing appropriate sites for redevelopment. No longer can local governments bear the full burden of paying the costs of requisite public infrastructure and facilities.

Planning and zoning controls are often either inadequate or too inflexible to ensure either appropriate control or enablement of desired private outcomes. True partnerships replace potential confrontation with collaboration and cooperation to achieve shared goals and objectives. This process requires applying far more effort and skill to weighing, and then balancing, public and private interests and minimizing conflicts.

Walker representatives recommend the pursuit of public and private partnerships with several of the potential development opportunities shown in the Phase Two report for the City of Winter Haven strategic master plan. The City has the ability to contribute funds to the parking component within certain development sites to with a goal towards maintaining and operating a portion of the parking component for public parking consumption. Under this type of partnership opportunity, the City should be able to better manage their capital contribution toward the selection of multiple public parking opportunities throughout the downtown versus investing in a single development site, serving a limited area.

Long-Term Action Items (2 to 3 years)

Mobility Infrastructure

While Walker representatives do not recommend the immediate need for a public bus transportation system downtown during the working day and on the weekend, we recognize the need to begin the planning process for what a system would look like to include capital and operational funding, hours of operation, intended users, and whether or not the system would operate under a fixed route or an on-demand service feature.

At present, the 3.6 mile Chain of Lakes Trail connects to the downtown linear park system at the Trailhead Park Playground (Avenue F NW). Preceding south through the downtown area at this juncture, the paved trail surface allows for ease of walking, jogging, and bike riding to general areas as far south as the Avenue C SW. One of the City's best mobility assets, this amenity offers a safe reasonable connection to many of the core downtown destinations.

Adding a climate-controlled micro-transit circulator, with a connection to the downtown central trail spine and the public parking locations, would suggest an opportunity to brand a parking and mobility system. We suggest an opportunity to add a GPS cloud-based technology solution capable of providing real time service alerts and arrival predictions for transit vehicles. Information could be displayed on transit stop locations and through the use of a mobile app combined with information supplied by the parking space availability software platform.

City Square Master Plan

Development of the City Square Master Plan provides the catalyst for the downtown footprint to expand north to South Lake Silver Drive, connecting Avenue D NW to South Silver Lake Drive, incorporating Nora Mayo Hall, the City Tennis Center, and the park systems along 3rd Street NW and Silver Lake Drive. The planned design for 196± public parking spaces will be a welcome addition to this neighborhood. Development areas located east of 2nd

Street NW should be designed to support health and wellness initiatives consistent with the existing services of the hospital and medical clinics, as well as the outdoor active-health amenity space.

Evaluate Additional Inventory Needs

The need to evaluate additional inventory needs should remain a regular focus of the City as the downtown footprint continues to redevelop. An organic approach to growth should help the City remain within its strategic financial means without the need to extend financial obligations beyond a realistic return of investment. With the public and private partnership development opportunities realized in Phase One and Phase Two of the Downtown Strategic Parking and Mobility Plan, we project a potential net gain of as many as 435± public parking spaces as follows:

- Second Street Hewitt Property – gain 48± public parking spaces[1]
- BB&T Property – gain 171± evening and weekend public parking spaces shared with daytime office space
- Andy Thornal (Green) Property – gain 48± right of way public parking spaces
- City Square Master Plan – gain 196± public parking spaces
- West Central Avenue Café Plan – lose 24 on-street public parking spaces
- Residence Inn by Marriott – lose 4 on-street public parking spaces

Using an average cost per space in accordance with the Wantman Group's *Parking Structure Cost Outlook for 2022*, Walker representatives realize an average construction cost per space of $24,000 per space. Application of this average cost number to the projected number of structured public parking spaces shown above, we project a potential minimum investment of $9,960,000 to meet the added public parking inventory needs within three separate locations in the downtown footprint. The addition of the 48± Andy Thornal rights of way parking spaces, at an approximate average of $4,000 per space would require an additional $192,000.

Evaluate On-Street Paid Parking Program

As a result of our initial observations and findings, and as shared during both Public Open House Meetings, Walker representatives do not recommend the implementation of paid on-street parking at this time. While limited-focus areas of peak capacity do exist during peak demand periods, we support the immediate need for consistent enforcement of the two-hour parking zones, to include the extended hours of operation discussed earlier. The results of a more consistent enforcement program with the use of digital tire chalking should have a reasonable impact on areas of use and premium curbside parking turnover.

As redevelopment continues to reshape the downtown landscape, and new parking demand reduces the amount of on-street parking availability, we recommend the City implement a paid parking program which charges a premium for curbside access while pushing more parking to the free off-street public parking locations. Revenues generated from the on-street system will help fund and maintain the off-street parking initiatives.

[1] Additional public parking spaces may be realized with this development opportunity should the Residence Inn by Marriott meet its parking demand needs through an alternate site location.