

WINTER HAVEN

The Chain of Lakes City

REGULAR CITY COMMISSION MEETING

MONDAY, MAY 22, 2023

6:00 PM

City Hall - John Fuller Auditorium

451 Third Street NW

Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
3. **INVOCATION** - Pastor Mark Hodges, Winter Haven Baptist Church
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
5. **PRESENTATIONS**
 - 5.A. **Celebration of High School Graduates - T. Michael Stavres, City Manager**

Staff Contact: T. Michael Stavres, City Manager, mstavres@mywinterhaven.com
 - 5.B. **"LGBTQ+ Pride Month" Proclamation - Scott Guira, Board President, Polk Pride**

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

[Proclamation](#)
 - 5.C. **"Community Action Month" Proclamation - Pa Houa Lee-Yang, CSBG Economic Services Senior Manager, The Agricultural and Labor Program, Inc. (ALPI)**

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

[Proclamation](#)
 - 5.D. **"National Safe Boating Week" Proclamation - Gilbert F. Thomas, Vice Flotilla Commander, United States Coast Guard Auxiliary Flotilla 77 Polk County Florida**

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

[Proclamation](#)
 - 5.E. **"Water Safety Month" Proclamation - Adam Butler, Aquatics Supervisor, Parks, Recreation and Culture**

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

[Proclamation](#)

5.F. "National Public Works Week" Proclamation - Michael "M.J." Carnevale, Public Works Director

Staff Contact: Michael "M.J." Carnevale, Public Works Director, mcarnevale@mywinterhaven.com

[Proclamation](#)

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A. April 5, 2023, Agenda Review Session Minutes

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

[2023-04-05 DRAFT Agenda Review Session Minutes with Link](#)

8. COMMENTS FROM THE AUDIENCE

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

9.A. O-23-08 - Administrative request to revise the Winter Haven Code of Ordinances Chapter 5, Section 5-23, Local Modifications to Building Code; and Chapter 21, Article V, Division 1, Floodplain Management, for the purpose of updating the City's floodplain management regulations for consistency with current Federal Emergency Management Administration (FEMA) requirements

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

[Summary - Ordinance O-23-08](#)

[O-23-08](#)

9.B. O-23-13 - Voluntary annexation of a parcel generally located at the southwest corner of the intersection of Eloise Loop Road and West Lake Eloise Drive

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

[Summary - Ordinance O-23-13](#)

[O-23-13](#)

9.C. O-23-14 - An Ordinance amending Chapter Two, Article III, Sections 2-69 through 2-71 of the Code of Ordinances of the City of Winter Haven, Florida to revise certain criteria of the Airport Advisory Committee

Staff Contact: Alex Vacha, Airport Director, avacha@mywinterhaven.com

[Summary - Ordinance O-23-14](#)

[O-23-14](#)

9.D. O-23-17 - Request by Joshua Taylor to rezone two (2) parcels from Planned Unit Development (PUD) zoning district to Commercial- Heavy (C-4) zoning district. (3187 Recker Highway)

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

[Summary - Ordinance O-23-17](#)

[O-23-17](#)

- 9.E. O-23-20 - Voluntary annexation of a parcel generally located south of Dundee Road, approximately 1,748 feet east of Overlook Drive, SE, and approximately 108 feet north of Highway 550**

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

[Summary - Ordinance O-23-20](#)
[O-23-20](#)

- 9.F. O-23-26 - Voluntary annexation of a parcel generally located north of Thompson Nursery Road and west of Conservation Way**

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

[Summary - Ordinance O-23-26](#)
[O-23-26](#)

- 9.G. O-23-27 - Voluntary annexation of a parcel generally located north of Thompson Nursery Road and east of Conservation Way**

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

[Summary - Ordinance O-23-27](#)
[O-23-27](#)

10. CONSENT AGENDA

- 10.A. ITB-23-24 Award of Re-Bid: AdventHealth Fieldhouse/Chain of Lakes Complex Roof Restoration**

Staff Contact: Jennifer Burke, Fieldhouse Manager, jburke@mywinterhaven.com

[Summary - ITB-23-24 Award to FEC Roofing](#)
[ITB-23-24 Award recommendation and bid tabulation](#)

- 10.B. Pavement Preservation Rejuvenation Piggyback Agreement**

Staff Contact: M.J. Carnevale, Public Works Director, mcarnevale@mywinterhaven.com

[Summary - Pavement Preservation Rejuvenation Piggyback Agreement](#)
[Letter for Piggyback Agreement](#)
[General Piggyback Purchasing Agreement - Pavement Rejuvenation](#)
[Outlined Initial Task Order](#)

- 10.C. Piggyback Agreement with Holbrook Asphalt LLC for Pavement Preservation Services**

Staff Contact: M.J. Carnevale, Public Works Director, mcarnevale@mywinterhaven.com

[Summary - Holbrook Asphalt Piggyback Agreement for Pavement Preservation](#)
[General Piggyback Purchasing Agreement - Holbrook - no signatures](#)
[Holbrook Asphalt City of Winter Haven Quote](#)

10.D. Sidewalk Rehabilitation Pilot Project

Staff Contact: M.J. Carnevale, Public Works Director, mcarnevale@mywinterhaven.com

[Summary - Sidewalk Rehabilitation Pilot Project](#)
[American Sidewalk Management Proposal](#)
[General Piggyback Purchasing Agreement - American Sidewalk Management](#)

10.E. Florida Forest Service Urban & Community Forestry Inflation Reduction Act for Urban Forest Management

Staff Contact: M.J. Carnevale, Public Works Director, mcarnevale@mywinterhaven.com

[Summary - Florida Forest Service Urban & Community Forestry Inflation Reduction Act for Urban Forest Management](#)
[Urban & Community Forestry Inflation Reduction Act Funding Opportunity F...](#)
[Urban Forest Management Plan Excerpts](#)

10.F. Agreement Regarding Wastewater Collection System, Eagle's Landing of Winter Haven

Staff Contact: Gary M. Hubbard, Winter Haven Water Director, ghubbard@mywinterhaven.com

[Summary - Agreement Regarding Wastewater Collection System-Eagles Landing HOA](#)
[Eagle Landing HOA- Agreement regarding wastewater collection system](#)
[FDEP Permit CS53-0031412-122-DWCMT](#)
[Location Map-Eagles Landing Subdivision](#)

11. RESOLUTION(S)

11.A. R-23-31 - Resolution calling a Special Election for the purpose of filling a vacancy in Commission Seat 5

Staff Contact: Frederick J. Murphy, Jr., City Attorney, fjm@bosdun.com

[Summary - R-23-31](#)
[R-23-31 \(Special Election\)](#)

12. ORDINANCE(S) - FIRST READING

12.A. O-23-33 - Amending Winter Haven Police Officers' Retirement System

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

[Summary - Amending Ordinance - Police Pension](#)
[Police Pension - Christiansen and Dehner Letter 03-21-23](#)
[O-23-33](#)
[Plan Actuary Foster & Foster No Financial Impact Letter](#)

12.B. O-23-34 - Amending Winter Haven General Employees' Retirement System

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

[Summary - Amending Ordinance - General Pension](#)
[O-23-34](#)

[General Pension - Christiansen and Dehner Letter 03-21-23](#)
[General Pension - Letter of no impact](#)

12.C. O-23-35 - Ordinance Amending Winter Haven Firefighters Retirement System

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

[Summary - Amending Ordinance - Fire Pension - May 22
O-23-35](#)
[Plan Actuary Foster & Foster No Financial Impact Letter](#)

13. NEW BUSINESS

13.A. Task Order #17 with Hanson Professional Services, Inc. for Interim Airport Management Professional Services at the Winter Haven Regional Airport

Staff Contact: Alex Vacha, Airport Director, avacha@mywinterhaven.com

[Summary - Interim Airport Management Services - Hanson Professional Services](#)
[Task Order #17 Interim Airport Management Services - Hanson Professional Services](#)
[Exhibit A - Fee Summary - Interim Airport Management Services](#)
[Exhibit B - Airport Management Staff Resumes \(2\) - Hanson](#)

13.B. Award of Water Infrastructure Finance and Innovation (WIFIA) Application to Black & Veatch

Staff Contact: Gary M. Hubbard, Winter Haven Water Director, ghubbard@mywinterhaven.com

[Summary - WIFIA Application Development Support Black & Veatch](#)
[WIFIA Application Development Support proposal, Black & Veatch Corporation](#)

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, Winter Haven, Florida, is part of a global community in which people of diverse cultures, races, creeds, genders and sexual identities must work together toward peace and understanding; and

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WHEREAS, the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Other (LGBTQ+) residents, students, city employees and business owners within Winter Haven contribute to this vibrant, innovative, culturally-inclusive, world-class community and to its diversity; and

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WHEREAS, various advancements have been made with respect to equal rights and protections for all peoples including the LGBTQ+ community throughout the State of Florida and the United States; and

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WHEREAS, members of the LGBTQ+ communities still face ongoing discrimination based on their innate status, resulting in immeasurable human tragedy, loss of life, community isolation and abuse; and

☪

WHEREAS, PFLAG (Parent, Families, and Friends of Lesbians and Gays) of Polk County envisions a world where diversity is celebrated and all people are respected, valued, and affirmed inclusive of their sexual orientation, gender identity, and gender expression; and

☪

WHEREAS, the Lakeland Youth Alliance provides a safe space for LGBTQ+ youth and their straight allies of Polk County; and

☪

WHEREAS, to celebrate the richness and diversity of Winter Haven, Polk Pride, PFLAG of Polk County and the Lakeland Youth Alliance, conducts various cultural, educational and entertainment activities to focus attention on the importance of acceptance and respect for diversity among us.

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NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim June 2023, as

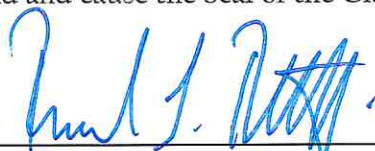
“LGBTQ+ PRIDE MONTH”

in the City of Winter Haven, Florida, in honor of freedom from prejudice and bias in any form, and in recognition and praise of those members of our community who constantly fight the battle for equal treatment for all citizens regardless of sexual orientation, gender identity, gender expression, race, color, creed, ethnic origin or religion.

☪

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of May 2023.





Bradley T. Dantzler, Mayor

ATTEST:


Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

AND

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

AND

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

AND

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

AND

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

AND

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

AND

WHEREAS, Community Action is celebrating 59 years of innovation, impact, and providing proven results for Americans.

AND

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim May 2023 as

“COMMUNITY ACTION MONTH”

in recognition of the hard work and dedication of all Winter Haven, Florida Community Action Agencies.

AND

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of May 2023.



Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, for over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling and fishing. During *National Safe Boating Week*, the U.S. Coast Guard and its federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

§§§§

WHEREAS, safe boating begins with preparation. The Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 83 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season; and

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WHEREAS, *National Safe Boating Week* is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

§§§§

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S. and 75% of these are fatalities caused by drowning; and

§§§§

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

§§§§

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

§§§§

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim May 20-26, 2023, as

“NATIONAL SAFE BOATING WEEK”

in the City of Winter Haven and urge all citizens to support the goals of the Safe Boating Campaign and the start of the year-round effort to promote safe boating. Also, to urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

§§§§

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of May, 2023.





Bradley T. Dantzler, Mayor

ATTEST:


Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, the month of May 2023 is *National Water Safety Month* and the goal is to educate the public, policymakers and public health professionals about safer water practices; and

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WHEREAS, drowning incidents occur due to a number of reasons, including: lack of swimming skills, lack of first aid skills, lack of barriers to prevent unsupervised water access, lack of close supervision, failure to maintain pool equipment leading to entrapment, failure to wear life jackets, failure to drink alcohol responsibly, failure to recognize potential hazards such as rain-filled buckets, toilets, bath tubs, water coolers, retention ponds, canals, and neighboring pools; and

§§§§

WHEREAS, drowning is the second leading cause of death in children under 5 in Florida. Fatal and non-fatal drownings are silent events, occurring in as little as 2 inches of water. The loss of a child is heartbreaking and has rippling, long-lasting effects on the lives touched by it; and

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WHEREAS, water safety education plays a vital role in the prevention of drowning and recreational water-related injuries; and

§§§§

WHEREAS, it is of vital importance to communicate water safety rules and programs to families and individuals of all ages, including owners of private pools, users of public swimming facilities, or visitors of water parks; and

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WHEREAS, local and national agencies such as the Coalition on Injury Prevention of Polk County, Safe Kids Suncoast Coalition, the City of Winter Haven Parks, Recreation and Culture Department, and their partnering agencies educate Winter Haven residents on pool and open water safety; and

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WHEREAS, the City of Winter Haven recognizes the important role that swimming and aquatic-related activities play in supporting good physical and mental health and enhancing the quality of life for all residents; and recognizes the ongoing efforts of the public and private sector to support water safety initiatives.

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NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim May 2023 as "*NATIONAL WATER SAFETY MONTH*" in the City of Winter Haven and extend continued support for the efforts of local agencies to promote water safety.

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IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of May, 2023.



Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Winter Haven; and

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WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, from state and local governments and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, solid waste systems, natural resources, fleet, water utilities, and other infrastructure essential for our citizens; and

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WHEREAS, it is in the public interest for the citizens, civic leaders and children in Winter Haven to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

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WHEREAS, the American Public Works Association (APWA) has celebrated the annual *National Public Works Week* since 1960.

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NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim May 21 through May 27, 2023, as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Winter Haven and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

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IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 22nd day of May 2023.



Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN

The Chain of Lakes City

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

Wednesday, April 5, 2023, at 5:30 P.M.

City Hall – John Fuller Auditorium

451 Third Street NW

Winter Haven, FL 33881

Also livestreamed over the City's Facebook page

CITY COMMISSION REGULAR MEETING AGENDA FOR APRIL 10, 2023

NOTE: Items below correspond with the numbers from the agenda. PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:9112e8b9-c150-4a6c-a401-2d2ee9c8a656> *A hard copy of the PowerPoint will be attached to the original signed minutes.*

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 5:30 p.m.
2. **ROLL CALL** - LaTonya Harris, Deputy City Clerk

Commissioners Present: Mayor Brad Dantzler; Mayor Pro Tem Nathaniel Birdsong; and Commissioners James “J.P.” Powell (*via Zoom*), Brian Yates and Tracy Mercer.

Staff Present: City Manager T. Michael Stavres; Assistant City Attorney Seth Claytor; Deputy City Clerk LaTonya Harris; Financial Services Director Colleen “CJ” Scott; Public Safety Director Charlie Bird; Police Chief David Brannan; Economic Opportunity and Community Investment Director Eric Labbe; and Parks, Recreation and Culture Director Julie Adams.

5. **PRESENTATION(S)**

- A. **“Child Abuse Prevention Month” Proclamation – Kadian Parchment, Resiliency Coordinator, Heartland for Children**

There were no questions or discussions.

- B. **“Donate Life” Proclamation – Christine Daniels, LifeLink Volunteer**

There were no questions or discussions.

- C. **“Water Conservation Month” Proclamation – Keeli Carlton, Water’s Program Administrator**

There were no questions or discussions.

- D. **+++Agenda Review Only +++ Willowbrook Golf Course Annual Update**

City Manager Stavres mentioned that the Earth Day proclamation would be presented Monday, April 10, 2023, at the Electrical Vehicle Charging Station ribbon cutting before the Regular City Commission Meeting.

Parks, Recreation and Culture Director Adams provided insight about projects they had been working on and implemented with the Duke Energy Easement monies. She commented on how impressed she was with Indigo Sports' performance, operations and efforts with improving the Willowbrook Golf Course. She informed about the prioritized needs list and identified major upgrades. She stated they were working closely with City Manager Stavres and City Attorney Murphy for direction on the project. Parks Planning and Strategic Initiatives Manager Palmer discussed the next steps and an update about their two-prong approach that included a proposed contract amendment with Indigo Sports to assist with project management and simultaneous work on a design with a design-build firm. He stated that updates would be provided to the Commission throughout the process. City Manager Stavres provided additional information about the season, grow-in times and the timing of grass renovation when building a golf course.

Mayor Dantzler inquired if the bathrooms would have drinking water fountains. Director Palmer answered that they would along with a bottle filler.

Mayor Dantzler asked if the green would be reconfigured. Director Palmer deferred to Dan Zimmer and Joe Coleve of the Willowbrook Golf Course. Mr. Zimmer, Vice President of Operations of Indigo Sports, introduced himself and Mr. Coleve, General Manager. Mr. Zimmer responded that the reconfiguration of the greens would have to be determined in the design process due to various scopes, soil testing, type of greens and enlargement of the greens.

Mayor Dantzler inquired if their firm could implement a different design or would there be renovation of the current one. Mr. Zimmer stated that a different design could be taken in consideration according to what is best use for funding. Discussion ensued in regards to the water connect on hole 17, failed retaining wall, and design.

Mr. Coleve presented the *Willowbrook Golf Course Update* PowerPoint presentation.

Mayor Dantzler asked the location of subsidies on the chart of the "*Performance Trends*" slide. Mr. Zimmer clarified the location.

Commissioner Yates inquired if the course improvements would lower the overall daily expenses of the course. Mr. Zimmer answered he did not think there would be a decrease, but it would be a shift to where the monies are spent. He informed that they could have broken even last year if they would not have had to put new batteries in old golf carts due to the delay in production caused by the pandemic. He continued to present with the "*Our Place in the Market*" slide. City Manager Stavres pointed out the drop in September 2022 due to the water on the greens from Hurricane Ian. Mr. Coleve presented starting at the "*2022-23 Overview*" slide.

Commissioner Yates asked if tracking your handicap and designating your home course features would be added to the loyalty program card. Mr. Coleve said that handicap was included in the full membership, but card price would increase if it was added to the card. Commissioner Yates commented that the added benefit may help with the sale of the cards. Mr. Coleve stated they would look into it. Mr. Zimmer presented starting at the "*ACE – The Guest Experience*" slide.

(Mayor Dantzler left the room at 5:56 p.m.)

(Mayor Dantzler returned at 5:57 p.m.)

Commissioner Yates commented that it was double the cost to play at the majority of golf courses listed on “*The Reviews Are In...*” slide than Willowbrook Golf Course. Mr. Zimmer agreed. Mr. Coleve informed that White Heron Golf Club, Highlands Reserve and Lake Wales Country Club were more expensive price wise, but Cypresswood County Club was about the same. He presented at the “*What Our Guests Are Saying*” slide. Mr. Zimmer presented at the “*Indigo Sports – Regional Support Team*” slide.

Commissioner Yates asked if the fountain in the lakes were being repaired. Mr. Coleve stated that there they had sprayed the lakes but, there had not been a discussion regarding repair of the fountains.

Commissioner Yates inquired if a beverage cart could at least be available on a Saturday when the tee sheet is full. Mr. Coleve responded that it had been done unsuccessfully in the past, but it could be considered. Discussion ensued regarding the staff of five, additional outside staff, assistance with major projects, and the App.

Mayor Dantzler extended congratulations to Mr. Zimmer and Mr. Coleve. He suggested that they could do a poll during payment regarding the beverage cart and commented about the wetness of the greens. Lastly, he asked if rain water was used for irrigation. Mr. Zimmer stated that it was fully irrigated by rain water.

Mayor Dantzler inquired as to the number of courses they took care of. Mr. Zimmer answered that it was about 700 golf courses worldwide since they were a part of Troon.

Mayor Dantzler asked how many courses they took care of in Florida. Mr. Zimmer replied that it was over 50 courses that included several municipal courses throughout the State.

Mayor Dantzler inquired how they purchased fertilizer. Mr. Zimmer responded that they received best industry pricing via their primary national partnerships.

Mayor Pro Tem Birdsong commented he served on the Commission over 10 years ago when discussion commenced about building a baseball field where Willowbrook Golf Course currently is for the Cleveland Indians. He expressed that they had done an outstanding job over the years and how they were appreciated. City Manager Stavres expressed how great they were to work with and noted the impressive \$60,000 subsidy.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. February 27, 2023, Regular City Commission Meeting Minutes

B. March 8, 2023, Agenda Review Session Minutes

There were no questions or discussion on item 7A or 7B.

8. **COMMENTS FROM THE AUDIENCE** – N/A

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

10. **CONSENT AGENDA**

A. Authorization of Task Order #12 to Chastain-Skillman, Inc. for the ALTA/NSPS Land Title Survey East Winter Haven Aquifer Storage/Recovery and Wetland Storage Project at Bradco Farm.

City Manager Stavres gave an overview of this item and clarified that this was regarding a land title certification survey and a wetland delineation and environmental technical memorandum to learn more about the property.

City Manager Stavres asked Winter Haven Water Director Hubbard to confirm that Phase 1 Environmental was not a part of this evaluation. Director Hubbard confirmed that City Manager Stavres was correct. City Manager Stavres stated that identifying the viability of the area and wetlands was important. Director Hubbard stated that Phase 1 would be done, but the focus of the project was to be more knowledgeable about the areas that are ripe for the wetland restoration project.

Commissioner Mercer asked how many acres it was. Director Hubbard answered that the entire property was about 570 acres and the wetland restoration area was estimated to be about 360 acres.

Mayor Dantzler inquired the size of Circle B Bar Reserve [in Lakeland]. Director Hubbard stated he did not know and City Manager Stavres stated it was approximately 1,200 acres. Discussion ensued regarding surrounding properties and land for a utility complex.

Commissioner Yates asked the status of the acquisition of the land. Director Hubbard responded that they have had weekly discussions with the property owners and anticipated a property sales agreement soon.

Mayor Dantzler inquired if Director Hubbard had spent time on the property or toured it. Director Hubbard answered that staff had walked the property and obtained drone footage of it and the adjoining property. Mayor Dantzler expressed concern for dumped items or a buried tank being on the property. Director Hubbard informed that there were some structures that appeared to be in bad shape on the property, but that they would evaluate the site.

B. Award of ITB-23-15 Sanitary Sewer Lining Project to Insituform LLC.

City Manager Stavres gave an overview of this item.
There were no questions or discussion.

C. Coating of One 5,000,000 Gallon Storage Tank at Wastewater Treatment Plant No. 3 (WWTP #3)

City Manager Stavres gave an overview of this item.

Commissioner Mercer asked if this was the reclaimed water tank. City Manager Stavres answered that it was.

D. Authorization for Travel & Training - Washington, DC Fly-In (Birdsong, Yates, Stavres & Hill)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

11. RESOLUTION(S) - None

12. ORDINANCE(S) - FIRST READING

A. O-23-18 - Voluntary annexation of 3070 West Lake Hamilton Drive

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. O-23-19 - Ordinance Amending Ordinance O-22-67 appropriating funds for the fiscal year ending September 30, 2023

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

13. NEW BUSINESS

A. Dewdney Plaza, LLC Developer's Agreement

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

Mayor Dantzler asked if the area marked with the purple numbers was .08 acres. Director Labbe clarified that it was the area outlined in orange on the "Location Map" slide.

B. Developer's Agreement with Six/Ten, LLC

Director Labbe gave an overview of this item. He stated that their agreement would include donation of some property from the parcel and the construction of 24 on-street public parking spaces. City Manager Stavres clarified that Egg Haven [parcel 001110] is located east of the property.

Commissioner Yates inquired if the funding would come from the sale of the parking lot to the hotel or if there could be a swap. Director Labbe answered that the bond revenue could be used for the construction of the public parking. City Manager Stavres informed that the City had not

closed on the sale. Discussion ensued in regards to the possibility of the sale, fund placement, and additional downtown parking.

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

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

16. **CITY MANAGER REPORT**

City Manager Stavres extended congratulations to Assistant to the City Manager Nicholson on her two year anniversary with the City and the great work she does for him and the Commission. Mayor Dantzler thanked her as well and stated that she was “a welcomed addition”. Mayor Dantzler publicly acknowledged and extended thanks to Deputy City Clerk Harris for her hard work and “holding down the fort”.

17. **DEPUTY CITY MANAGER REPORT** – N/A

18. **DEPUTY CITY CLERK REPORT** - No report

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

20. **ADJOURNMENT** – 6:29 p.m.

ATTEST:

CITY OF WINTER HAVEN, FLORIDA

LaTonya Harris
Deputy City Clerk

Bradley T. Dantzler
Mayor

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 8, 2023

DATE: May 8, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: Ordinance O-23-08: Administrative request to revise the Winter Haven Code of Ordinances Chapter 5, Section 5-23, Local Modifications to Building Code; and Chapter 21, Article V, Division 1, Floodplain Management, for the purpose of updating the City's floodplain management regulations for consistency with current Federal Emergency Management Administration (FEMA) requirements.

BACKGROUND:

The City of Winter Haven has been an active participant of the National Flood Insurance Program (NFIP) since September 30, 1981. On October 1, 2017, the City participated in the Community Rating System (CRS) Program under the administration of the Federal Emergency Management Agency (FEMA). Under the CRS program, insurance policy holders in the City are currently provided a 10 percent discount in their insurance policy premiums.

The City adopted and administers flood resistant construction and floodplain management provisions meeting the CRS program. Within the Code of Ordinances, the City's flood resistant construction and floodplain management provisions are provided in Chapter 5, Article II, Flood Resistant Construction, and Chapter 21, Unified Land Development Code (ULDC). On June 27, 2016, the City adopted Ordinance O-16-19, Floodplain Management Ordinance, amending the technical floodplain management requirements in Chapters 5 and 21. The recent CRS audit indicated that certain provisions of the City's floodplain management ordinance require updating. Staff has prepared, with assistance from the State Floodplain Management Office (SFMO), an ordinance amending the floodplain management provisions of Ordinance O-16-19.

Significant revisions to Chapter 21, Article V, Division 1 include the following:

- Updates definitions related to floodplain management;
- Updates language to reflect the current Floodplain Map dated December 22, 2016;
- Inclusion of requirements for accessory structures;
- Adds requirements for an engineering analysis demonstrating any development located in the special flood area (floodplain) does not reduce the volume capacity of the flood area;
- Adds requirements for elevation certificates at specific stages of construction; and
- Updates elevation requirements for buildings and critical infrastructure.

To fully implement the requirements for participating in the CRS, the following significant technical amendments to Chapter 5, Section 5-21 (Building Code Adopted) and Section 5-23 (Local Modifications to Building Code) are proposed:

- Makes reference the Florida Building Code as opposed to the Standard Building Code;
- Deletes existing paragraphs a through f in Section 5-23 as they are addressed in the Florida Building Code;
- Adds requirement to Section 5-23 requiring the lowest floor for structures to be elevated 2 feet above 100-year flood elevation;
- Adds requirements to Section 5-23 regarding submission of FEMA Elevation Certificates; and
- Modifies definition of “Substantial Damage.”

FINANCIAL IMPACT:

There will be no direct financial impact to the City as a result of this request; however, property owners required to purchase flood insurance may see reduced insurance premiums as a result of these changes.

PLANNING COMMISSION RECOMENDATION:

The Planning Commission at their April 4, 2023 regular meeting, voted to recommend approval of proposed changes to Chapter 21. The Planning Commission did not take action on the proposed changes to Chapter 5, Sections 5-21 and 5-23 as they were not required to do so. There were no public comments regarding this request.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-08.

ATTACHMENT:

Ordinance O-23-08

ORDINANCE O-23-08

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RELATED TO FLOODPLAIN MANAGEMENT BY AMENDING THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA BY MAKING TECHNICAL AMENDMENTS RELATING TO FLOODPLAIN MANAGEMENT TO CHAPTER 5, SECTIONS 5-21 AND 5-23 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; REVISING CHAPTER 21, ARTICLE V, DIVISION 1, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER, FLORIDA RELATING TO FLOODPLAIN MANAGEMENT; PROVIDING FOR APPLICABILITY; REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its residents and citizens; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the municipal limits of the City of Winter Haven which may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and the impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Winter Haven was accepted for participation in the National Flood Insurance Program on September 30, 1981 and the City's Commission desires to continue to meet the requirements of applicable provisions of Title 44 Code of Federal Regulations (C.F.R.), Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the Florida Building Code; and

WHEREAS, the City of Winter Haven is a participant in the Community Rating System promulgated pursuant to 42 U.S.C., Section 4022, and requires a flood elevation above the base flood elevation; and

WHEREAS, 553.73(5), Florida Statutes, authorizes the City to adopt by ordinance the technical amendments subject to this Ordinance; and

WHEREAS, the City's Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the Florida Building Code; and

WHEREAS, the City Commission adopted a requirement to increase the minimum elevation requirement, to require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of "substantial damage", and to limit partitioning of enclosed areas below elevated buildings, and to limit access to enclosed areas for buildings, structures, and critical facilities, in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the Florida Building Code;

NOW, THEREFORE, BE IT ENACTED by the People of the City of Winter Haven, the following technical amendments to the Florida Building Code and new and amended floodplain management regulations.

1. RECITALS. The foregoing whereas clauses are incorporated herein by reference and made a part hereof.
2. That Chapter 5, Section 5-21 of the Code of Ordinances is hereby modified and amended as follows:

(Terms being added are underlined and terms being deleted are shown by ~~strikethrough~~):

Sec. 5-21. Building code adopted.

The Florida Building Code as adopted and amended by the Florida Building Commission Standard Building Code 1994 edition, as published by the Southern Building Code Congress International, Inc. including appendices A, D, E and M, is hereby adopted and incorporated by reference as the building code of the city, subject to and including, by references, such additions and amendments that may be adopted by the city by ordinance.

3. That Chapter 5, Section 5-23 of the Code of Ordinances is hereby modified and amended by adding the following technical amendments to the *Florida Building Code, Residential* *(Terms being added are underlined and terms being deleted are shown by ~~strikethrough~~):*

Sec. 5-23. Modifications, amendments, deletions.

The building code adopted and incorporated by reference in section 5-21 is modified as specified hereunder:

- (a) ~~Section 102.1 building department is hereby amended to read: There is hereby established a division within the fire department called the code enforcement division and the person in charge shall be known as the building official.~~
- (b) ~~Delete sections 102.2.1 through 102.2.4, 102.6 and 108.1 through 108.5.2.~~

- (c) ~~Amend 1804.4.1 footing design to read the minimum size of any footing or foundation for single story residential construction shall be eight (8) inches by sixteen (16) inches with two (2) number five (5) reinforcement bars continuous around the foundation and adequately held in place.~~
- (d) ~~The minimum size of any footing or foundation for two (2) story residential construction shall be ten (10) inches by twenty (20) inches with three (3) number five (5) reinforcement bars continuous around the foundation and adequately held in place.~~
- (e) ~~The outer edge of all open porches, patios, and open carports shall be a minimum of eight (8) inches by eight (8) inches with one (1) number five (5) reinforcement bar continuous around the foundation and adequately held in place.~~
- (f) ~~Bell or monolithic pours shall be minimum of six (6) inches below grade on virgin soil or on approved compact fill.~~
- (g) ~~Amend Appendix F Fire District Section F 101.1.1 to read: The Fire District shall mean that area within the corporate limits of Winter Haven bounded on the North by Avenue D, N.W.; bounded on the South by Avenue C, S.W.; bounded on the West by Seventh Street; and bounded on the East by First Street.~~
- (h) ~~The Standard for Hurricane Resistant Residential Construction SSTD 10-93 is hereby adopted as an alternate to Section 1606 of the Standard Building Code as adopted in Section 5-21, above.~~
- (i) ~~All roofing systems shall be installed as for a high wind area. All shingles shall be installed with a minimum of six (6) fasteners per shingle.~~
- (a) Amend the Florida Building Code, Building, and the Florida Building Code, Residential, as follows:

Requirements in other flood areas. In areas delineated as "Other Flood Areas" on the Flood Insurance Rate Maps for the City of Winter Haven, new buildings and structures shall have the lowest floors and exterior mechanical equipment elevated to or above 2 feet above the highest adjacent grade, or the 100 year elevation, whichever is higher.

(b) Amend the Florida Building Code, Building, as follows:

(1) Modify Section 107.3.5 Minimum plan review criteria, for Building and Residential as shown:

Building:

1. Site requirements:

- Flood hazard areas, flood zones, ~~and~~ design flood elevations, base flood elevations, and proposed lowest floor elevations provided on a FEMA Elevation Certificate

8. Structural requirements shall include:

- Flood requirements in accordance with Section 1612, including proposed lowest floor elevations provided on a FEMA Elevation Certificate, enclosures, flood damage-resistant materials

Residential (one- and two-family):

6. Structural requirements shall include:

- Flood hazard areas, flood zones, design flood elevations, and base flood elevations, proposed lowest floor elevations provided on a FEMA Elevation Certificate, and, enclosures, equipment, and flood damage-resistant materials

(2) In Section 110.3 Required inspections, certification of elevations for foundation inspection and final inspection shall be provided on a FEMA Elevation Certificate.

Building

1.1. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the FEMA Elevation Certificate ~~elevation certification~~ shall be submitted to the authority having jurisdiction.

6.1. In flood hazard areas, as part of the final inspection, a final FEMA Elevation Certificate ~~certification~~ of the lowest floor elevation, or the FEMA Nonresidential Floodproofing Certificate to document the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.

(3) Modify Section 202 Definitions as shown: SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

(4) Modify Section 1612.4 as shown: 1612.4.5 ~~1612.4.1~~ Elevation requirements. The minimum elevation requirements shall be as specified in American Society of Civil Engineers (ASCE) 24 or the base flood elevation plus 2 feet (610 mm), whichever is higher.

(c) Amend the Florida Building Code, Existing Building, as follows:

(1) Modify Section 202 Definitions as shown: SUBSTANTIAL DAMAGE. For the purpose of determining compliance with the flood provisions of this code, damage Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

~~(k)~~(d) Amend the Florida Building Code, Residential, as follows:

(1) Modify Section R322.2.1 as shown:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas not designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.
2. ~~Buildings and structures in flood hazard areas designated as Coastal A Zones shall have the lowest floors elevated to or above the base flood elevation plus 2 feet, or to the design flood elevation, whichever is higher.~~

- ~~23.~~ In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus 2 feet, or at least 4 feet if a depth number is not specified.
34. Basement floors that are below grade on all sides shall be elevated to or above the base flood elevation plus 2 feet or the design flood elevation, whichever is higher.

Exception: Enclosed areas below the design flood elevation, including basements with ~~whose~~ floors are not below grade on all sides, shall meet the requirements of Section R322.2.2.

~~(1)~~(2) Modify Section R322.2.2 as shown:

R322.2.2 Enclosed areas below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Remainder of R322.2.2 unchanged.

2. Be provided with flood openings that meet the following criteria:
 - ~~2.1. There shall be a minimum of two openings on different sides of each enclosed area; if a building has more than one enclosed area below the design flood elevation, each area shall have openings on exterior walls.~~

- ~~2.2. The total net area of all openings shall be at least 1 square inch (645 mm²) for each square foot (0.093 m²) of enclosed area, or the openings shall be designed and the construction documents shall include a statement by a registered design professional that the design of the openings will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters as specified in Section 2.6.2.2 of ASCE 24.~~
- ~~2.3. The bottom of each opening shall be 1 foot (305 mm) or less above the adjacent ground level.~~
- ~~2.4. Openings shall be not less than 3 inches (76 mm) in any direction in the plane of the wall.~~
- ~~2.5. Any louvers, screens or other opening covers shall allow the automatic flow of floodwaters into and out of the enclosed area.~~
- ~~2.6. Openings installed in doors and windows, that meet requirements 2.1 through 2.5, are acceptable; however, doors and windows without installed openings do not meet the requirements of this section.~~

~~SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

Sec. 5-24 – Sec. 5-40 Reserved.

4. That Chapter 21, Article V, Division 1, of the Code of Ordinances are hereby amended as follows:

Sec. 21-255. Purpose and intent.

The provisions of this division shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land;

filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

The purposes of this Code, and the flood load and flood resistant construction requirements of the Florida Building Code, are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

This division is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

The degree of flood protection required by this division and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This division does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this division.

This division shall not create liability on the part of the City Commission of the City of Winter Haven or by any officer or employee thereof for any flood damage that results from reliance on this division or any administrative decision lawfully made thereunder.

Sec. 21-256. Applicability.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

- (1) *Areas to which this division applies.* This division shall apply to all flood hazard areas within the City, as established in section 21-256(2) of this Code.
- (2) *Basis for establishing flood hazard areas.* The flood insurance study for Polk County, Florida and incorporated areas dated December 22, 2016 ~~September 28, 2012~~, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this Code and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City's engineering services division office.
- (3) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 21-260 of this Code, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - a. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be

considered as flood hazard area and subject to the requirements of this division and, as applicable, the requirements of the Florida Building Code.

- b. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.
- (4) *Other laws.* The provisions of this division shall not be deemed to nullify any provisions of local, state or federal law.
 - (5) *Abrogation and greater restrictions.* This division supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this division and any other ordinance, the more restrictive shall govern. This division shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this division.
 - (6) *Interpretation.* In the interpretation and application of this division, all provisions shall be:
 - a. Considered as minimum requirements;
 - b. Liberally construed in favor of the governing body; and
 - c. Deemed neither to limit nor repeal any other powers granted under State Statutes.

Sec. 21-257. Definitions.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this division, have the meanings shown in section 21-257(a) below. Where terms are not defined in this division and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this division or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

- (a) Definitions.

Accessory structure: A structure on the same parcel of property as a principal structure and the use of which is limited to parking and storage incidental to the

use of the principal structure. For the purposes of this Division, accessory dwelling units are not accessory structures.

Alteration of a watercourse: A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal: A request for a review of the floodplain administrator's interpretation of any provision of this division.

ASCE 24: A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood: A flood having a 1-percent chance of being equaled or exceeded in any given year. (Also defined in Florida Building Code (FBC), B, Section 202.) The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation: The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, Section 202.)

Basement: The portion of a building having its floor subgrade (below ground level) on all sides. Also defined in FBC, B, Section 202; see "Basement (for flood loads)".

Building official: The City of Winter Haven, Florida's building official.

City: The City of Winter Haven, Florida.

Critical facility: A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste. The term includes facilities that are assigned Flood Design Class 3 and Flood Design Class 4 pursuant to the ASCE 24-14 as adopted by the latest Florida Building Code. Florida Building Code, Building.

Declaration of Building Restriction (Non-Conversion Agreement) Form: A form provided by the Floodplain Administrator to be signed by the property owner and recorded on the property deed in Official Records of the Clerk of Courts. By

signing, the owner agrees not to convert or modify enclosures below elevated buildings in any manner that is inconsistent with the terms of the building permit and these regulations.

Design flood: The flood associated with the greater of the following two (2) areas: (Also defined in FBC, B, Section 202.)

- (1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. (Also defined in FBC, B, Section 202.)

Development: Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Elevation Certificate: The FEMA Elevation Certificate (FEMA Form 086-0-33 as amended or replaced by FEMA), wherein certain data such as flood zone(s), base flood elevation(s), ground elevations, proposed and actual building elevations and other necessary information, is shown for new construction and substantially improved structures in designated special flood hazard areas.

Encroachment: The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure: Any buildings and structures for which the "start of construction" commenced before September 30, 1981. (Also defined in FBC, B, Section 202.)

~~*Existing manufactured home park or subdivision:* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of~~

~~utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 30, 1981.~~

~~*Expansion to an existing manufactured home park or subdivision:* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA): The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land from: (Also defined in FBC, B, Section 202.)

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. (Also defined in FBC, B, Section 202.)

Flood hazard area: The greater of the following two (2) areas: (Also defined in FBC, B, Section 202.)

- (1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM): The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. (Also defined in FBC, B, Section 202.)

Flood insurance study (FIS): The official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data. (Also defined in FBC, B, Section 202.)

Floodplain administrator. The office or position designated by the City and charged with the administration and enforcement of this division (may be referred to as the floodplain manager).

Floodplain development permit or approval: An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this division.

Floodway: The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. (Also defined in FBC, B, Section 202.)

Floodway encroachment analysis: An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code: The latest edition of the family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long term storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC): An official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck: As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at eight thousand five hundred (8,500) pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of six thousand (6,000) pounds or less and which has a basic vehicle frontal area of forty-five (45) square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (2) Designed primarily for transportation of persons and has a capacity of more than twelve (12) persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in

violation of the non-elevation requirements of the Florida Building Code or ASCE 24. (Also defined in FBC, B, Section 202.)

Manufactured home: A structure, transportable in one (1) or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." (Also defined in 15C-1.0101, Florida Administrative Code (F.A.C.))

Manufactured home park or subdivision: A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

~~Market value: The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this division, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

New construction: For the purposes of administration of this division and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 30, 1981 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision:* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 30, 1981.~~

Other flood areas (Zone X): Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot; and areas protected by levees from 1% annual chance flood, shown on Flood Insurance Rate Maps.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. (Defined in F.S. § 320.01)

Recreational vehicle: A vehicle, including a park trailer, which is: (see F.S. § 320.01)

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area: An area in the floodplain subject to a 1-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1 A30, AE, A99, AH, V1 V30, VE or V. (Also defined in FBC, B Section 202.)

Start of construction: The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (Also defined in FBC, B Section 202.)

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two (2) separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds twenty-five (25) percent of the market value of the structure before the damage occurred. (Also defined in FBC, B Section 202.)

Substantial improvement: Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds fifty (50) percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section 202.)

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official, and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance: A grant of relief from the requirements of this division, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this division or the Florida Building Code.

Watercourse: A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Sec. 21-258. Duties and powers of the floodplain administrator.

- (a) *Designation.* The City's senior design engineer is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this division. The floodplain administrator shall have the authority to render interpretations of this division consistent with the intent and purpose of this division and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this division without the granting of a variance pursuant to section 21-262 of this Code.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this division;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this division is demonstrated, or disapprove the same in the event of noncompliance; and
 - (9) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this division.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the Building Official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair

damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and

- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this division is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 21-262 of this Code.
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this division.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section 21-261 of this Code for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
 - (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 21-258(d) of this Code;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six (6) months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this division and the Florida Building Code to determine that such certifications and documentations are complete; and
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the City are modified.
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this division and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this division; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this division and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City's engineering services division office.

Sec. 21-259. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this division, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this division and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this division for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this division:
- (1) Railroads and ancillary facilities associated with the railroad.
 - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
 - (3) Temporary buildings or sheds used exclusively for construction purposes.
 - (4) Mobile or modular structures used as temporary offices.
 - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - (9) Structures identified in F.S. § 553.73(10)(k) are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.

- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 21-260 of this Code.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
 - (8) For application for accessory structures and for applications proposing elevated buildings, include signed Declaration of Building Restriction (Non-Conversion Agreement) form; the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this division shall not be construed to be a permit for, or approval of, any violation of this division, the Florida Building Codes, or any other division of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) consecutive days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) consecutive days after the work commences. Extensions for periods of not more than one hundred eighty (180) consecutive days each shall be requested in writing and justifiable cause shall be demonstrated.
- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this division or any other applicable ordinance, regulation or requirement as determined by the City.

- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
- (1) The Southwest Florida Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Chapter 64E-6, F.A.C.
 - (3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
 - (4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (5) Federal permits and approvals.

Sec. 21-260. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this division shall be drawn to scale and shall include, as applicable to the proposed development:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development. The FEMA Elevation Certificate shall be used to document elevations.
 - (2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with section 21-260(b)(2) or (3) of this Code.
 - (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with section 21-260(b)(1) of this Code.
 - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this division but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this division.

(b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall

be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

- (c) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:
- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in section 21-260(d) of this Code and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
 - (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
 - (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section 21-260(d) of this Code.
 - (4) For a development proposed to be located in a special flood hazard area other than a floodway, riverine flood hazard area or alteration of a water course, an engineering analysis that demonstrates that the flood volume capacity of the special flood hazard area is not decreased.
- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA

to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 21-261. Inspections.

Development for which a floodplain development permit or approval is required shall be subject to inspection.

- (1) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this division and the conditions of issued floodplain development permits or approvals.
- (2) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this division and the conditions of issued floodplain development permits or approvals.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
 - a. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - b. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 21-260(b)(3)b. of this Code, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (4) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in section 21-260(c) of this Code.
- (5) *Manufactured homes.* The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance

with the requirements of this division and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(6) *Building and Structures.* The certification of elevations required by the Florida Building Code shall be provided on FEMA Elevation Certificates and submitted:

a. For the foundation inspection, upon placement of the lowest floor and prior to further vertical construction.

b. For the final inspection.

Sec. 21-262. Variances and appeals.

The Development Special Magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of this division. Pursuant to F.S. § 553.73(5), the Development Special Magistrate shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

(1) *Appeals.* The Development Special Magistrate shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this division. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(2) *Limitations on authority to grant variances.* The Development Special Magistrate shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 21-262(6) of this Code, the conditions of issuance set forth in section 21-262(7) of this Code, and the comments and recommendations of the floodplain administrator and the building official. The Development Special Magistrate has the right to attach such conditions as it deems necessary to further the purposes and objectives of this division.

(3) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 21-260(c) of this Code.

(4) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a

determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

- (5) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this Code, provided the variance meets the requirements of section 21-262(3), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (6) *Considerations for issuance of variances.* In reviewing requests for variances, the Development Special Magistrate shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this division, and the following:
 - a. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - d. The importance of the services provided by the proposed development to the community;
 - e. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - f. The compatibility of the proposed development with existing and anticipated development;
 - g. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - h. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

- i. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(7) *Conditions for issuance of variances.* Variances shall be issued only upon:

- a. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- b. Determination by the Development Special Magistrate that:
 - i. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - ii. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - iii. The variance is the minimum necessary, considering the flood hazard, to afford relief;
- c. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- d. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five (\$25.00) for one hundred (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 21-263. Violations.

Any development that is not within the scope of the Florida Building Code but that is regulated by this division that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this division, shall be deemed a violation of this division. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this division or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

- (1) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this division and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (2) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

Sec. 21-264. Flood resistant development standards for buildings and structures.

- (a) *Buildings, structures, and facilities exempt from the Florida Building Code.* Pursuant to section 21-259(c) of this Code, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 21-270 of this Code.
- (b) *Other flood areas (Zone X).* In other flood areas (Zone X), the new construction shall have the lowest floors and exterior mechanical equipment elevation at least two feet above the highest adjacent grade, or at the 100 year elevation, whichever is higher.
- (c) *Critical facilities.* Critical facilities shall be elevated or protected to the higher of base flood elevation plus two feet or 500-year flood (0.2% annual chance flood) elevation.

Sec. 21-265. Flood resistant development standards for subdivisions.

- (a) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
 - (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 21-260(b)(1) of this Code; and
 - (3) Compliance with the site improvement and utilities requirements of section 21-266 of this Code.

Sec. 21-266. Flood resistant development standards for site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (d) *Limitations on sites in regulatory floodways.* No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 21-260(c)(1) of this Code demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
- (e) *Limitations on placement of fill.* Subject to the limitations of this division, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Other flood areas (Zone X).* In other flood areas (Zone X), the new construction shall have the lowest floors and exterior mechanical equipment elevation at least two feet above the highest adjacent grade, or at the 100 year elevation, whichever is higher.
- (g) *Critical facilities shall be elevated or protected to the higher of base flood elevation plus two feet or 500-year flood (0.2% annual chance flood) elevation.*

Sec. 21-267. Flood resistant development standards for manufactured homes.

- (a) *General.* All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this division.

- (b) *Foundations.* All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this division. ~~Foundations for manufactured homes subject to section 21-267(f) of this Code are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
- (c) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.
- (d) *Elevation.* All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A). ~~Manufactured homes that are placed, replaced, or substantially improved shall comply with sections 21-267(e) or 21-267(f) of this Code, as applicable.~~
- ~~(e) *General elevation requirement.* Unless subject to the requirements of section 21-267(f) of this Code, all manufactured homes that are placed, replaced, or substantially improved on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A).~~
- ~~(f) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to section 21-267(e) of this Code, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:
 - (1) ~~Bottom of the frame of the manufactured home is at or above the elevation required in the Florida Building Code, Residential Section R322.2 (Zone A); or~~~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than sixty (60) inches in height above grade.~~

~~(e g)~~ *Enclosures.* Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 for such enclosed areas.

~~(f h)~~ *Utility equipment.* Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322.

Sec. 21-268. Flood resistant development standards for recreational vehicles and park trailers.

- (a) *Temporary placement.* Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
 - (1) Be on the site for fewer than one hundred eighty (180) consecutive days; or
 - (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
- (b) *Permanent placement.* Recreational vehicles and park trailers that do not meet the limitations in section 21-268(a) of this Code for temporary placement shall meet the requirements of section 21-267 of this Code for manufactured homes.

Sec. 21-269. Flood resistant development standards for tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of section 21-269(c) of this Code shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 21-270. Flood resistant development standards for other development.

- (a) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this division or the Florida Building Code, shall:
 - (1) Be located and constructed to minimize flood damage;
 - (2) Meet the limitations of section 21-266(d) of this Code if located in a regulated floodway;
 - (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (4) Be constructed of flood damage-resistant materials; and
 - (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 21-266(d) of this Code.
- (c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 21-266(d) of this Code.
- (d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one (1) side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 21-266(d) of this Code. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 21-260(c)(3) of this Code.

(e) *Non-elevated accessory structures.* Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

- (1) If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- (2) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (3) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (4) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

Sec. 21-271. Flood resistant development standards for critical facilities.

Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three (3) feet or more above the level of the base flood elevation at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

Secs. 21-272—21-283. Reserved.

5. FISCAL IMPACT STATEMENT. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

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

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

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

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

10. This Ordinance shall be transmitted to the Florida Building Commission within 30 days of adoption.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN,
FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 13, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-23-13:** Voluntary annexation of a parcel generally located at the southwest corner of the intersection of Eloise Loop Road and West Lake Eloise Drive. The area covered by this request is 1.07± acres.

BACKGROUND:

RR Heath Investments, LLC, petitioner, requests the City Commission annex one (1) parcel, totaling 1.07± acres generally located at the southwest corner of the intersection of Eloise Loop Road and West Lake Eloise Drive. The petitioner is seeking annexation in order to develop the property in the City. The parcel is contiguous to the City to the north and the annexation of this parcel will not create an enclave.

FINANCIAL IMPACT:

Current taxable value of the subject parcel is approximately \$11,334. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately \$75. Additional revenue is expected upon the development of the property.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-13.

ATTACHMENT:

Ordinance O-23-13

ORDINANCE NO. O-23-13

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the southwest corner of the intersection of Eloise Loop Road and West Lake Eloise Drive. The area covered by this request is 1.07± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a location map.

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

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 become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY



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Space for Recording

Petition/Consent for Annexation

The following information is required for submission of an application to annex into the city limits of Winter Haven. **Please print or type the required information below.**

Property Owner(s) Details

Name(s) of Property Owner(s)*: RR Heath Investments, LLC
Mailing Address*: 9460 Waterford Oaks Dr., Winter Haven, 33884
Phone*: 863-412-5300
Name of Representative, if applicable: Rennie Heath
Mailing Address: Same as above Phone: Same as above

Property Details

Property Address or General Location*: 1700 Eagle Lake Loop Dr.
Winter Haven, FL. 33884
Parcel I.D.#*: 262909687000009201
Legal Description of the Property (Preferably Metes & Bounds)*: Wahnetta Farms PB 1
PG 82A 82B Lot 92 E of RR Less Rd R/W Per MB 9 PG 101-103
Proof of Property Ownership (copy attached)*: _____
Reason for Request*: Annexation
Present Use of the Property*: ~~Vacant~~ Vacant
Existing Structures Located on the Site*: None

FOR OFFICE USE ONLY

Total Acreage: 1.04
Assessed Property Value: \$ 11,334 Taxable Value: \$ 11,334
Subdivision: Wahnetta Farms
Present County Future Land Use Designation: RL-1

Exhibit "A"
Page 2 of 4

OWNER/AGENT SIGNATURE PAGE

I / We, Warren K. Rennie Heath being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

OWNER(S)/AGENT(S)


Signature of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Signature of Owner/Agent

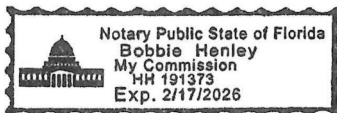
Printed Name of Owner/Agent

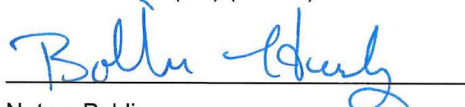
Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Polk

OWNER/AGENT NOTARIZATION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19 day of January, 2023 by Warren K. Heath, who is personally known to me or has produced _____ as identification and who (did) (did not) take an oath.





Notary Public
Notarial Seal and Commission
Expiration Date

Exhibit "A"
Page 3 of 4

26-29-09-687000-009201
WANNETA FARMS PB 1 PG 82A B2B LOT 92 E OF RR
LESS RD R/W PER MB 9 PG 101 - 103

Site Address:
1100 ELOISE LOOP RD WINTER HAVEN 33884

Owner/Mailing Address:
RR HEALTH INVESTMENTS LLC
9460 WATERFORD OAKS DR
WINTER HAVEN FL 33884

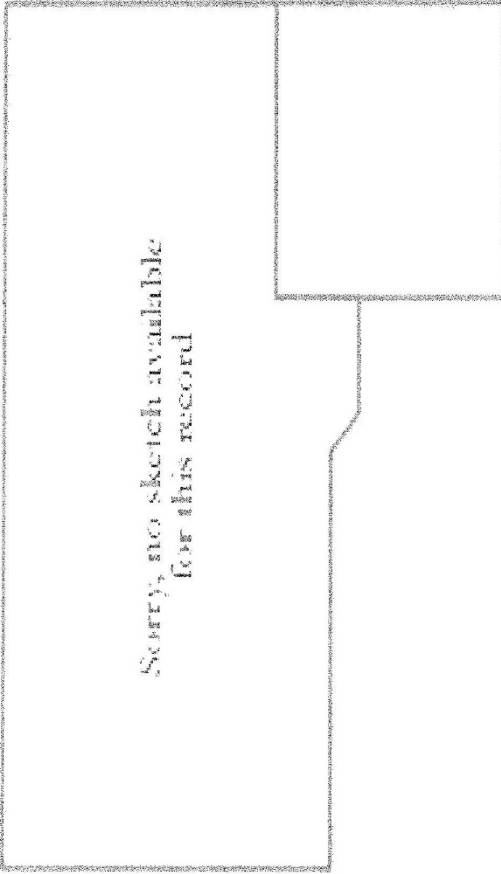
Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
Print Date: 01/18/2023



2022

Building Characteristics			
Category	Type	Units	Adjustment
Category	Type	Units	Adjustment
Base Rate Adj.	Adjustment		
Depreciation Adj	Adjustment		
Type	Class	Quality	Perimeter
Type	Style	Class	Quality
AYB	EYB	RCNLD	Norm Dpr %Good

0001 Vac.Res



Sorry, no sketch available
for this record

RCNLD - Replacement Cost New Less Depreciation

Total Acreage: 1.04
Millage Code: 92000
Neighborhood Code: 210210.00
Neighborhood Adj:

Value Summary 2022

Market Valuation Method: Marshall & Swift

Market Valuation:
Market Land Value: 11,449
Classified Land Value: 0
* Assd Land Value: 11,449
* Tot Bldg Value: 0
* Tot XF Value: 0
Tot Jst Value: 11,449
Market Value: 11,449

Homestead Cap:
Overall % Cap: 0.00%
Cap Base Year: 0
HX Usage % Cap: 0.00%
Prior Market: 0
Prior Base: 0
Initial Base: 0
Current Base: 0
Maximum Cap: 0
Market Value: 0
Capped Value: 0

Non-Homestead Cap:
Cap Base Year: 2008
Usage % Cap: 100.00%
Prior Market: 10,304
Prior Base: 10,304
Initial Base: 10,304
Current Base: 10,304
Maximum Cap: 11,334
Market Value: 11,449

Assessment Values:

Ag Land: 0
Homestead: 0
Non-Homestead: 11,334
Cap Diff: 115
Portability: 0
Total Value: 11,334
Exemption Value: 0
Taxable Value: 11,334
School Taxable Val: 11,449

**** Sales Data**

Date	Q	VI	OR Bk/PG	Price	Grantor	Grantee
11/09/2022	01	I	12484 / 01674	70,000	ABERCROMBIE JUANITA D REVOCABLE...	RR HEALTH INVESTMENTS LLC
09/27/2022	11	V	12437 / 01094	100	ABERCROMBIE JUANITA	ABERCROMBIE JUANITA D REVOCABLE
09/27/2007	01	V	7441 / 0056	100	ABERCROMBIE DALLAS F TRUST	ABERCROMBIE DALLAS F
06/15/2001	01	I	4730 / 2032	100	ABERCROMBIE DALLAS F	ABERCROMBIE DALLAS F TRUST

* The Just Market Value for income properties is derived from the actual/potential income generated. As a result, the Just Market Value for properties valued by the income approach may not be equal to the sum of the values for Land, Building, and Misc. Item.

Please Note: All address, owner, legal description, and sales data is current. All other data, including buildings, extra features, land lines, value and tax information, is from 2022 tax roll. The information provided is believed to be correct but is subject to change and is not guaranteed.

**Additional lines of information pertaining to this record are not displayed due to size limitation of this report. For additional data, and definitions of terms used on this report please see:

<http://www.polkpa.org/CamapDisplay.aspx?OutputMode=Display&SearchType=RealEstate&ParcelID=262909687000009201>

Card 1 of 1
Building No. -

Exhibit "A"
Page 4 of 4



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

Parcel Info

Parcel ID: 262909687000009201
Owner1: RR HEALTH INVESTMENTS LLC
Address: 1100 ELOISE LOOP RD, WINTER HAVEN, 33884
City/St/Zip: WINTER HAVEN, FL 33884
Legal Desc: WAHNETA FARMS PB 1 PG 82A 82B LOT 92 E OF RRLESS RD R/W PER MB 9 PG 101 - 103
Property (DOR) Use Code: 0001 (Vac.Res)
Acreage: 1.04
Taxing District: 92000 (UNINCORP/SWFWMD/LAKE REGION)

Sales Information

Date of Sale	Type Inst	Sales Price
11/09/2022	WARRANTY DEED	\$70,000
09/27/2022	MISC DOCUMENT	\$100
09/27/2007	QUIT CLAIM	\$100
06/15/2001	WARRANTY DEED	\$100
09/01/1972	WARRANTY DEED	\$5,000

All above information is current (as of 01/18/2023). All below information is 2022 Final.

Value Summary

Value Name	Price
Building Value	\$0
Extra Feature Value	\$0
Land Value (Market)	\$11,449
Just Market Value	\$11,449
Assessed Value	\$11,334
Exempt Value	\$0
Taxable Value	\$11,334

Exhibit "B"
Page 1 of 2

Ordinance No. O-23-13
Annexation Boundary Description

R. T. S. Sub. Parcel
26-29-09-687000-009201

Described As:

A portion of Lot 92 of the PLAT OF WAHNETA FARMS, according to the plat thereof, as recorded in Plat Book 1-C, Page 82A of the Public Records of Polk County, Florida; being bound to the north by the southern right of way of Eloise Loop rd. as shown MAINTAINED RIGHT OF WAY MAP for STATE ROAD NO. 540-A, Section 16080, dated 3-9-81, bound to the east by the west Maintained Right-of-Way of Macon Road recorded in Map Book 9, Pages 101 through 103 of the Public Records of Polk County, and bound to the southwest by northeasterly Right-of-Way of the CSX Railroad (100 foot Right-of-Way) per Valuation Map V03209 and V0321 (V.5-FLA, L-27, A9 and 16B) lying entirely within Section 9, Township 29 South, Range 26 East, Polk County, Florida.

Also Described As:

COMMENCE at the Northeast corner of the Southwest 1/4 of said Section 9, run thence along the North boundary thereof, N89°46'57"W, a distance of 12.50 feet to a point on the West Right-of-Way of the Unnamed Road lying East of said Lot 92; thence along said West Right-of-Way, S00°15'05"E, a distance of 22.26 feet to a point on the South Maintained Right-of-Way of State Road 540-A, as shown on the MAINTAINED RIGHT OF WAY MAP for STATE ROAD NO. 540-A, Section 16080, dated 3-9-81, said point also being the POINT OF BEGINNING; thence continue along said West Right-of-Way, S00°15'05"E, a distance of 59.51 feet, thence departing said West Right-of-Way, S89°44'55"W, a distance of 17.50 feet to a point on the West Maintained Right-of-Way of Macon Road recorded in Map Book 9, Pages 101 through 103 of the public records of said county; thence along said West Maintained Right-of-Way the following three (3) courses: (1) S02°42'34"W, a distance of 58.08 feet; (2) S02°32'31"E, a distance of 200.16 feet; (3) S02°09'38"E, a distance of 35.60 feet to a point on the Easterly Right-of-Way of the CSX Railroad (100 foot Right-of-Way) per Valuation Map V03209 and V0321 (V.5-FLA, L-27, A9 and 16B); thence along said Easterly Right-of-Way, N36°58'30"W, a distance of 444.22 feet to a point on aforesaid South Maintained Right-of-Way of State Road 540-A; thence along said South Maintained Right-of-Way the following two (2) courses: (1) N89°42'08"E, a distance of 246.08 feet; (2) Easterly, 31.08 feet along the arc of a tangent curve to the right having a radius of 150.78 feet and a central angle of 11°48'36" (chord bearing S84°23'34"E, 31.02 feet) to the POINT OF BEGINNING.

An Area Containing: **1.067 acres more or less.**

Based on information obtained from the deed, and a legal description provided.

Prepared and reviewed by the Engineering Division of the City of Winter Haven. (JL).

Exhibit "B"
Page 2 of 2



**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023**

DATE: April 24, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Alex Vacha, Airport Director

SUBJECT: **Ordinance O-23-14:** An Ordinance amending Chapter Two, Article III, Sections 2-69 through 2-71 of the Code of Ordinances of the City of Winter Haven, Florida to revise certain criteria of the Airport Advisory Committee

BACKGROUND:

On February 11, 2013 the City Commission established an Airport Advisory Committee for the City of Winter Haven Regional Airport at Gilbert Field (hereafter the "Airport") via the adoption of Ordinance O-13-04 which Committee was intended to assist the City in an advisory capacity in the efficient and effective exchange of communication of issues and ideas relating to the protection and preservation of the Airport.

On February 22, 2016 the City Commission adopted Ordinance O-16-07 re-establishing the Airport Advisory Committee and adopting updated and amended provisions related thereto. City staff is recommending that the City Commission amend Chapter Two, Article III, Sections 2-69 through 2-71 of the Code of Ordinances of the City of Winter Haven, Florida to revise certain criteria of the Airport Advisory Committee as more specifically set forth in the attached Ordinance O-23-14.

FINANCIAL IMPACT:

There are no financial impacts associated with this request.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance No. O-23-14

ATTACHMENT:

Ordinance No. O-23-14

ORDINANCE NO. O-23-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA MAKING FINDINGS AND AMENDING CHAPTER TWO, ARTICLE III, SECTIONS 2-69 THROUGH 2-71 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, REGARDING THE AIRPORT ADVISORY COMMITTEE; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, CODIFICATION; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 11, 2013 the City Commission of the City of Winter Haven, Florida, established an Airport Advisory Committee for the City of Winter Haven Regional Airport at Gilbert Field (hereafter the "Airport") via the adoption of Ordinance O-13-04 which Committee was intended to assist the City in an advisory capacity in the efficient and effective exchange of communication of issues and ideas relating to the protection and preservation of the Airport; and

WHEREAS, on February 22, 2016 the City Commission of the City of Winter Haven, Florida, adopted Ordinance O-16-07 re-establishing the Airport Advisory committee and adopting provisions related thereto; and

WHEREAS, City staff has recommended that the City Commission of the City of Winter Haven amend Chapter 2, Article II, Sections 2-69 through 2-71 of the Code of Ordinances to revise certain criteria of the Airport Advisory Committee as more specifically set forth herein; and

WHEREAS, the City Commission of the City of Winter Haven finds that it is in the best interests of and furtherance of the health, safety and welfare of the residents and citizens of the City of Winter Haven, Florida to revise Chapter 2, Article III, Sections 2-69 through 2-71 of the Code of Ordinances by revising the criteria of the Airport Advisory Committee.

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

Section 1. That Section 2- 69 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to read as follows (deletions are shown in ~~strikethrough~~ and additions are shown in underline format):

Division 3. Airport Advisory Committee

Section 2-69. Intent and Purpose.

The City of Winter Haven, Florida (hereafter the "City") has long recognized the value of the Winter Haven ~~Municipal~~ Regional Airport Gilbert Field (hereafter "Airport") in the promotion and sustaining the quality of life for all residents, citizens and users of the Airport. In addition to increasing and maintaining property values, the Airport provides an important means for education, transportation, infrastructure and recreational enhancement. Thus, the Airport provides a physical, psychological and economic incentive to the City and its residents, citizens, and users. As the Airport continues to add to the economic development and quality of life for all of the residents, citizens, and users of the Airport it is vital that City continues to facilitate the communication about issues relating to the Airport with the community it serves. Therefore, the purpose and intent of this article is to protect and preserve the Airport and the City by receiving up to date information and suggestions in an advisory capacity to aid the City Commission the City Manager, or any department of City government in its respective legislative oversight, regulatory, and/or other prescribed duties relating to the operation of a quality general purpose Airport.

Section 2. That Section 2- 71 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to read as follows (deletions are shown in ~~strikethrough~~ and additions are shown in underline format):

Sec. 2-70. Definitions.

The following words, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Airport means the City of Winter Haven ~~Municipal~~ Regional Airport Gilbert Field.

Section 2-71. Airport Advisory Committee.

(a) Airport Advisory Committee re-established and its functions. The City Commission may, at any time, appoint or abolish a committee to be known as the Airport Advisory Committee, which Committee, shall act in an advisory capacity to aid the City Commission, the City Manager or any department of City government in its respective legislative oversight, regulatory, and/or other prescribed duties relating to the operation of a quality general purpose Airport in the City.

(b) Composition; appointment, qualifications and term of members; service without compensation.

1) The Airport Advisory Committee is hereby re-established and shall consist of five (5) voting members and an alternate member which alternate member's term shall sunset and conclude on August 8, 2025 unless said alternate member resigns, and/or the alternate member's term is terminated and/or vacated prior to August 8, 2025. Thereafter there shall be no alternate member.

2) The City Commission has the sole responsibility to make appointments to the Airport Advisory Committee. Members shall be appointed by the City Commission in accordance with a process as determined by the City Commission. All members shall serve at the discretion of the City Commission and the City Commission may rescind such appointments with or without cause in the City Commissions' sole discretion. Members appointed by the City Commission shall serve staggered terms and the term of office shall be three (3) years. If a vacancy occurs prior to the expiration of any member's full term, the City Commission shall appoint another member for the unexpired term in accordance with a process as determined by the City Commission.

3) Each member appointed to the Airport Advisory Committee shall express an active interest in aviation and the growth and development of the Winter Haven ~~Municipal~~ Regional Airport, and shall be actively engaged or have substantial business experience in the ownership or general management of an existing business or professional enterprise and at least one (1) tenant at the Airport shall be eligible to serve on the Airport Advisory Committee.

4) Each member of the Airport Advisory Committee shall reside within or be engaged in an existing business or professional enterprise within the utility services area of the City.

5) Each member of the Airport Advisory Committee shall attend, in person or virtually, a minimum of two-thirds (66%) of the meetings held each calendar year. A review of committee member attendance shall be conducted at the conclusion of each calendar year; and members who do not comply with the minimum attendance requirements, may have their appointments rescinded at the discretion of the City Commission.

6) Each candidate applying for appointment to a vacant Airport Advisory Committee seat shall be interviewed by the Airport Advisory Committee at publicly noticed special meetings at dates, locations, and times determined by the Airport Director and the Chairperson or designee. At the conclusion of the applicant interviews, the Airport Advisory Committee shall provide a selection(s) recommendation to the Airport Director which will be presented to the City Commission for approval.

57) Notwithstanding the foregoing provisions set forth in this subsection (b) 1 through 4 above, the City Commission in the exercise of its discretion may determine the qualifications of any member the City Commission appoints to the Airport Advisory Committee and any such appointments and the qualifications of such members even if different than those set forth above are at the sole discretion of the City Commission.

68) All members of the Airport Advisory Committee shall serve without compensation and none are entitled to pension or retirement benefits for service on the Airport Advisory Committee, however such members may receive reimbursement for expenses as provided by applicable law, City Charter, and/or City Code of Ordinances.

79) The City's Airport Director ~~and a representative of the City's Growth Management Department~~ shall be an ex-officio members of the Airport Advisory Committee who shall not be entitled to vote on any matters coming before the Airport Advisory Committee. The City Commission shall also designate a Commission liaison who ~~shall~~ should attend all meetings of the Airport Advisory Committee in an ex-officio capacity and who shall report back to the City Commission about the Airport Advisory Committee's activities at any duly called and noticed public meeting of the City Commission. The Airport Advisory Committee may at any time recommend additional liaisons to serve as ex-officio members of the Airport Advisory Committee to the City Commission for its approval.

(c) Meetings; meeting with City Commission; submission of written recommendations.

1) The Airport Advisory Committee shall advise the City Manager or designee, and report to the City Commission on a periodic basis concerning all matters affecting the Winter Haven ~~Municipal~~ Regional Airport, including but not limited to strategic planning, emerging technologies, capital funding, safety, security, emergency planning, airspace, runway protection zone encroachments, capital improvements projects, hangar construction and operation, businesses operating at the Airport, and coordination with the state aviation system plan, the Federal Aviation Administration, the Federal Communications Commission, the Southwest Florida Water Management District, the U.S. Army Corps of Engineers, the board of county commissioners of Polk County, Florida and such other planning and coordination efforts as may be necessary to the safe, efficient and proper operation, maintenance and expansion of the Winter Haven ~~Municipal~~ Regional Airport.

2) The first regular meeting of the Airport Advisory Committee each calendar year shall be held in January at a date and time determined in advance and properly noticed. Meetings are held at the

terminal building located at the Winter Haven Regional Airport 2073 U.S. Highway 92 West, Winter Haven, Florida 33881. The dates, locations, and times for the remainder of the regular meetings for each calendar year shall be determined at that first regular meeting in January and a schedule shall be appropriately published and noticed in accordance with Florida's Government in the Sunshine law and applicable Florida open meetings laws. Regular meetings of the Airport Advisory Committee shall be held on the 2nd Thursday of the month at 4:00 p.m. at the terminal building located at the Winter Haven Municipal Airport 2073 U.S. Highway 92 West, Winter Haven, Florida 33881. Time and place changes of meetings may be called by the chairperson, provided that reasonable advance notice is given to each member and the public in accordance with Florida's Government in the Sunshine law and applicable Florida open meetings laws. Regular meetings may be canceled by the chairperson. A special meeting may be called at any time by the chairperson, the City Manager or designee, or not less than three (3) members who request a special meeting by way of written notice to the chairperson. All meetings, regular or special, shall be duly noticed and shall be public meetings held in full compliance with the Florida's Government in the Sunshine law and other applicable Florida open meetings laws, and the Airport Advisory Committee shall conduct business only at such duly noticed and open, public meetings.

3) Three (3) members of the Airport Advisory Committee shall constitute a quorum for the transaction of business. The only business that can be transacted in the absence of a quorum is (1) to adjourn; (2) to recess for a period of time within the same day; and (3) to continue any agenda item to a date and time certain. All recommendations to the City Commission shall be in writing and shall become a part of the records of the City. As an alternative to submitting written recommendations, recommendations to the City Commission may be presented at any City Commission meeting by the Chairperson or designee, which may include the Airport Director.

4) The Airport Advisory Committee may adopt bylaws to establish provisions for the operation of the Airport Advisory Committee so long as said bylaws are consistent with this Ordinance re-establishing the Airport Advisory Committee and are approved and/or ratified by the City Commission. If bylaws are adopted and the Airport Advisory Committee desires to amend the bylaws any and all amendments must conform to the provisions of this Ordinance and must be approved and/or ratified by the City Commission. The City Commission may make any amendments to the bylaws of the Airport Advisory Committee on its own motion and without a recommendation from the Airport Advisory Committee. Any and all bylaws and/or amendments thereto that are approved and/or ratified by the City Commission shall be provided to the City Clerk and become a part of the records of the City.

Section 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Winter Haven, Florida; and that sections of this Ordinance may be re-numbered 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 regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of a public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 4. All ordinances in conflict herewith are hereby repealed but only to the extent necessary to give this Ordinance full force and effect. Provided that all other provisions of the Code of Ordinances relating to the Airport Advisory Committee specifically Sections 2-72 and 2-73 not being amended herein shall remain in full force and effect.

Section 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 not declared to be void, unconstitutional, or unenforceable shall remain in full force and effect.

Section 6. This Ordinance shall take effect immediately after passage at second reading.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 13, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-23-17: Request by Joshua Taylor to rezone two (2) parcels from Planned Unit Development (PUD) zoning district to Commercial- Heavy (C-4) zoning district. **General Location:** 3187 Recker Highway. The area covered by this request is 1.32± acres.

BACKGROUND:

Joshua Taylor, petitioner, requests the City rezone two (2) parcels from Planned Unit Development zoning district to Commercial- Heavy (C-4) zoning district. The subject property, totaling 1.32± acres, is generally located at 3187 Recker Highway. The subject property is a portion of Planned Unit Development O-08-10, which permits an outdoor contractor storage yard. The subject property is currently being used for an expansion of an automotive repair business adjacent to the west and a mobile home sales business. Both of these uses are currently violations of the PUD Ordinance O-08-10. Since the property has never developed as proposed in 2008, and to allow the current uses to come into compliance, the petitioner is requesting a rezoning to C-4 to allow for continued use of the property.

As the Industrial Future Land Use designations will remain, the maximum development potential is unchanged; therefore, there is no increase in potential infrastructure demands beyond what is currently allowed.

SURROUNDING USES:

Uses immediately surrounding the subject property include automotive repair to the west; CSX railroad and vacant land zoned R-3 to the north; vacant land subject to PUD Ordinance O-08-10 to the east; and vacant commercial land located in Unincorporated Polk County across Recker Highway to the south.

COMPREHENSIVE PLAN:

The subject area is designated as Industrial on the 2025 Future Land Use Map. The requested C-4 zoning is consistent with this Future Land Use designation.

NOTIFICATION:

All public notification requirements for this request were met.

CONCLUSION:

Upon review of this request, the following conclusions have been reached:

1. The rezoning of the subject property will allow for the current uses on the property to be permitted and allow for future development of the property as the 2008 PUD has never been acted upon; and
2. The maximum development potential is unchanged; therefore, there is no increase in potential infrastructure demands beyond what is currently allowed.

FINANCIAL IMPACT:

There is no direct financial impact to the City with these requests. However, additional ad valorem and utility revenues can be expected upon development of the property.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at its April 4, 2023 regular meeting, voted unanimously to recommend approval of these requests. No members of the public spoke.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-17.

ATTACHMENTS:

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-23-17



Legend

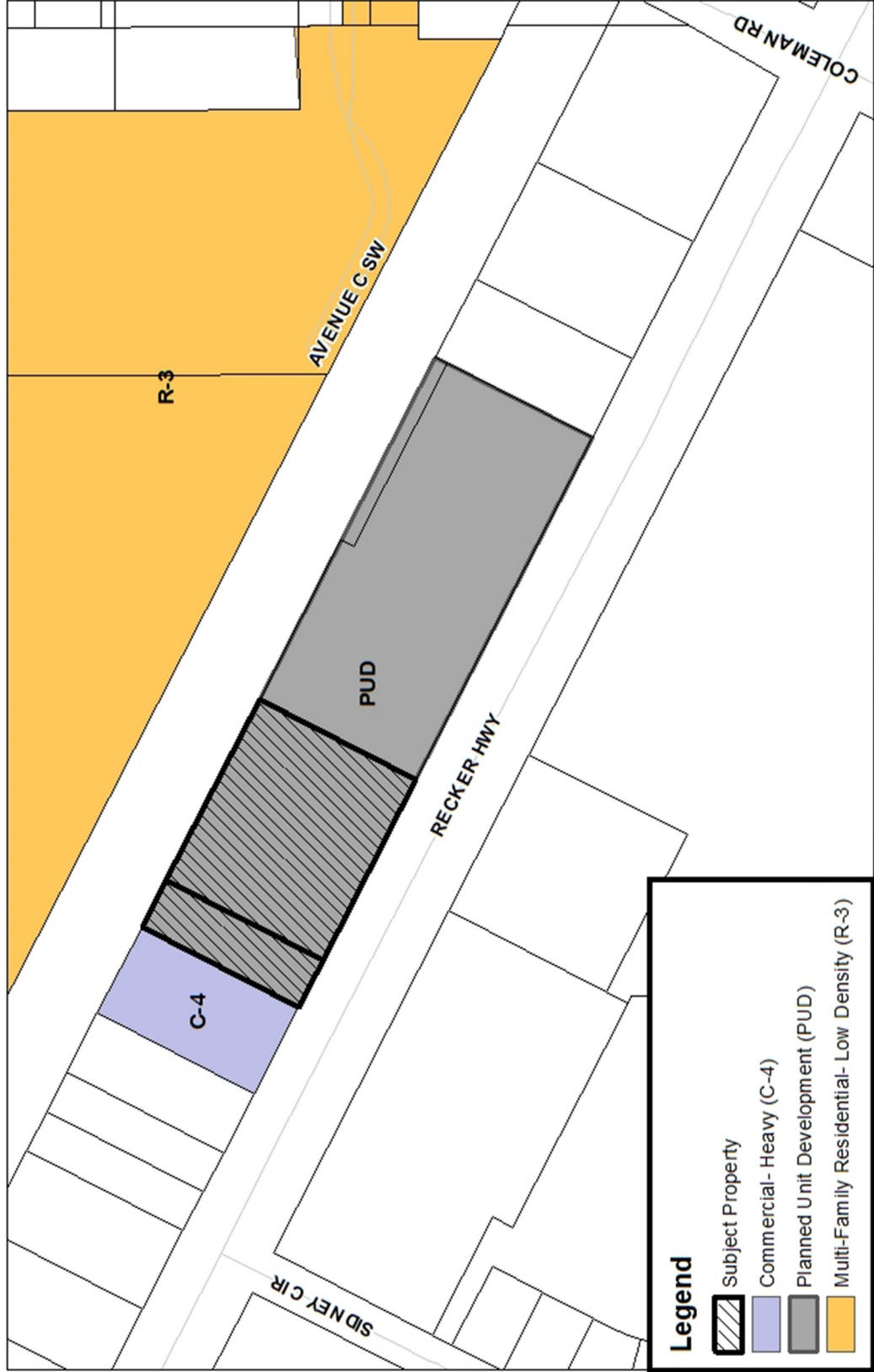
-  Subject Property

Future Land Use 2025

FLU

-  Industrial
-  Residential-Low Density

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.



Legend

-  Subject Property
-  Commercial- Heavy (C-4)
-  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.



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ORDINANCE NO. O-23-17

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING TWO (2) PARCELS FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO COMMERCIAL- HEAVY (C-4) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 3187 Recker Highway. The area covered by this request is 1.32± acres.)

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

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

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

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

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

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN,
FLORIDA

MAYOR-COMMISSIONER

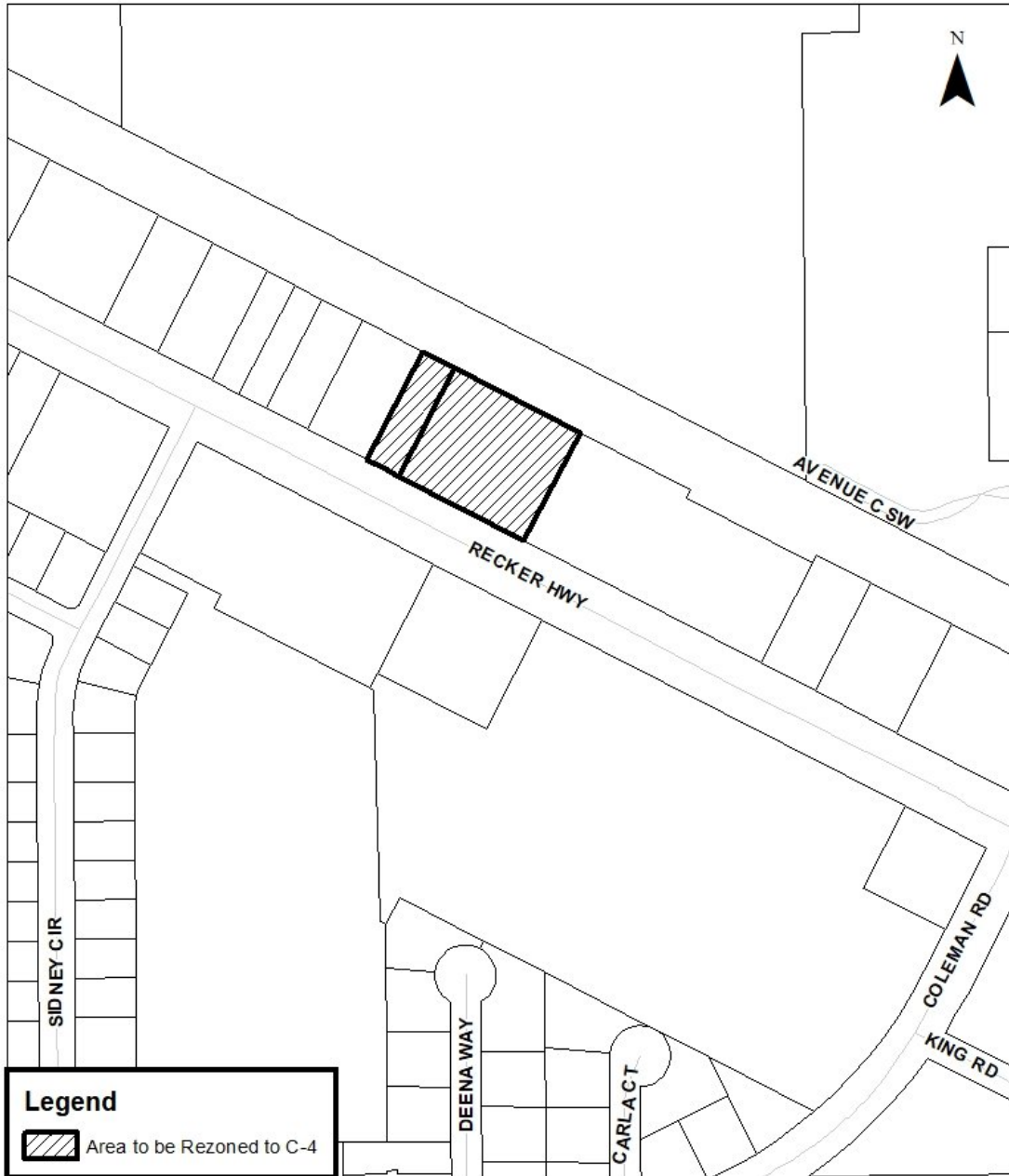
ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Exhibit "A"



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 6, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-23-20: Voluntary annexation of a parcel generally located south of Dundee Road, approximately 1,748 feet east of Overlook Drive, SE, and approximately 108 feet north of Highway 550. The area covered by this request is 0.11± acres.

BACKGROUND:

Regional Real Estate Management, LLC, petitioner, requests the City Commission annex one (1) parcel, totaling 0.11± acres generally located south of Dundee Road, approximately 1,748 feet east of Overlook Drive, SE, and approximately 108 feet north of Highway 550. The petitioner is seeking annexation for the purpose of City utilities for the future development of a single-family home. The parcel is contiguous to the City to the west, east, and south, and the annexation of this parcel will not create an enclave.

FINANCIAL IMPACT:

Current taxable value of the subject parcel is approximately \$1,365. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately \$9. Additional revenue is expected upon the development of the property.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-20.

ATTACHMENT:

Ordinance O-23-20

ORDINANCE NO. O-23-20

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located south of Dundee Road, approximately 1,748 feet east of Overlook Drive, SE, and approximately 108 feet north of Highway 550. The area covered by this request is 0.11± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a location map.

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

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 become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY



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Space for Recording

Petition/Consent for Annexation

The following information is required for submission of an application to annex into the city limits of Winter Haven. Please print or type the required information below.

Property Owner(s) Details

Name(s) of Property Owner(s)*: Regional Real Estate Management LLC
Mailing Address*: 460 Liberty Ln, Winter Haven, FL 33884
Phone*: 863-258-9727
Name of Representative, if applicable: Tray Donohue
Mailing Address: PO Box 1508 Phone: 863-258-9727
Haines City, FL 33845

Property Details

Property Address or General Location*: Dundee Rd
Winter Haven, FL 33884
Parcel I.D.#*: 27-28-30-05000-002100
Legal Description of the Property (Preferably Metes & Bounds)*: 50 feet wide
100 feet long (depth)
Proof of Property Ownership (copy attached)*: _____
Reason for Request*: Want city water + sewer
Present Use of the Property*: N/A
Existing Structures Located on the Site*: N/A

FOR OFFICE USE ONLY

Total Acreage: 0.11
Assessed Property Value: \$ 1365 Taxable Value: \$ 1365
Subdivision: Midway Addition
Present County Future Land Use Designation: RL-1

Exhibit "A"
Page 2 of 4

OWNER/AGENT SIGNATURE PAGE

I / We, Troy Donohue being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

OWNER(S)/AGENT(S)

[Signature]
Signature of Owner/Agent

Signature of Owner/Agent

Troy Donohue
Printed Name of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Polk

OWNER/AGENT NOTARIZATION

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization this 13 day of March, 2023 by

Troy Donohue, who is personally known to me or has produced DL as identification and who (did) (did not) take an oath.



[Signature]
Notary Public
Notarial Seal and Commission
Expiration Date

Exhibit "A"
Page 3 of 4



Marsha M. Faux, CFA, ASA
Regional Real Estate Appraiser
Polk County Property Appraiser
Print Date: 02/02/2023
2022

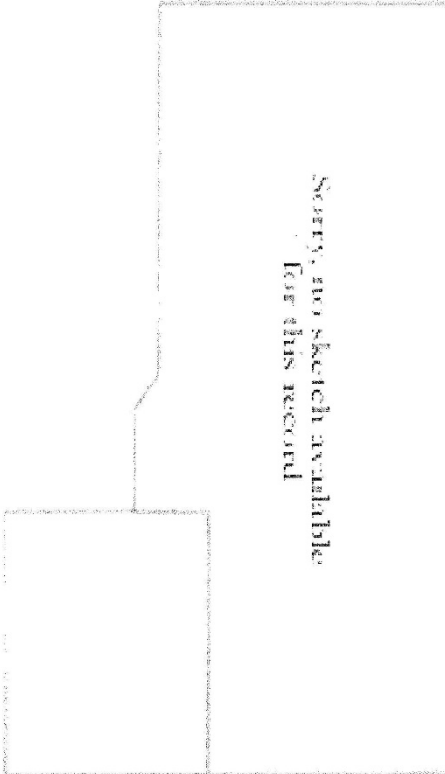
Owner/Mailing Address:
REGIONAL REAL ESTATE MANAGEMENT LLC
460 LIBERTY LN
WINTER HAVEN FL 33884-1067

Site Address:
DUNDEE RD WINTER HAVEN 33884

Building Characteristics: 0001 Vac.Hes

Category	Type	Units	Adjustment
Base Rate Adj.			Adjustment
Depreciation Adj.			Adjustment
Type	Class	Quality	Perimeter
Type	Style	Class	Quality
AY8	ER8	RCMLD	Norm Dpr %Good

RCMLD - Replacement Cost New Less Depreciation



Total Acreage: 0.11
Millage Code: 90000
Neighborhood Code: 140700.00
Neighborhood Adj:

Value Summary 2022
Market Valuation Method: Marshall & Swift

Market Valuation:

Market Land Value: 1,365
Classified Land Value: 0
Assd Land Value: 1,365
Tot Bldg Value: 0
Tot UT Value: 0
Tot 1st Value: 1,365
Market Value: 1,365

Homestead Cap: 0.00%
Cap Base Year: 0
HX Usage % Cap: 0.00%
Prior Market: 0
Prior Base: 0
Initial Base: 0
Current Base: 0
Maximum Cap: 0
Market Value: 0
Capped Value: 0

Non-Homestead Cap: 2022
Cap Base Year: 100.00%
Usage % Cap: 0
Prior Market: 0
Prior Base: 0
Initial Base: 0
Current Base: 1,365
Maximum Cap: 1,365
Market Value: 1,365

Assessment Values:
Ag Land: 0
Homestead: 0
Non-Homestead: 1,365
Cap Diff: 0
Portability: 0
Total Value: 1,365

Exemption Value: 0
Taxable Value: 1,365
School Taxable Val: 1,365

**** Sales Data**

Date	Q	VI	OR BK/Pg	Price	Grantor	Grantee
02/14/2022	01	V	12126 / 00576	20,000	NBN LLC	REGIONAL REAL ESTATE MANAGEMENT LLC
01/28/2021	01	V	11561 / 01186	15,000	RHOADES DAVID KENT II	RHOADES DAVID KENT II
09/23/2020	01	V	11392 / 01175	10,000	FESTA SUSAN GIBSON	FESTA SUSAN GIBSON
11/18/2018	11	V	11357 / 01492	0	GIBSON WILLIAM SINCLAIR ESTATE OF	FESTA SUSAN GIBSON

* The Just Market Value for income properties is derived from the actual/potential income generated. As a result, the Just Market Value for properties valued by the income approach may not be equal to the sum of the values for Land, Building, and these items.

Please Note: All address, owner, legal description, and sales data is current. All other data, including buildings, extra features, land lines, value and tax information, is from 2022 tax roll. The information provided is believed to be correct but is subject to change and is not guaranteed.

** Additional lines of information pertaining to this record are not displayed due to size limitation of this report. For additional data, and definitions of terms used on this report please see: <http://www.polkpa.org/Canadisplay.aspx?OutputMode=Display&SearchType=RealEstate&ParcelID=272830850000002100>

Exhibit "A"
Page 4 of 4

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L14000159369

Entity Name: REGIONAL REAL ESTATE MANAGEMENT L.L.C.

Current Principal Place of Business:

460 LIBERTY LANE
WINTER HAVEN, FL 33884

Current Mailing Address:

PO BOX 1508
HAINES CITY, FL 33845 US

FEI Number: 47-2067309

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

DONOHUE, TROY A
460 LIBERTY LANE
WINTER HAVEN, FL 33884 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title	MANAGER	Title	MANAGER
Name	DONOHUE, TROY A	Name	DONOHUE, REBECCA A
Address	460 LIBERTY LANE	Address	460 LIBERTY LANE
City-State-Zip:	WINTER HAVEN FL 33884	City-State-Zip:	WINTER HAVEN FL 33884

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: REBECCA DONOHUE

MANAGER

05/01/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

Exhibit "B"
Page 1 of 2

Ordinance No. O-23-20
Annexation Boundary Description

R. T. S. Sub. Parcel
27-28-30-850000-002100

Described As:

Lots 10 and 11, block 2, Midway Addition Unit No.1, according to the plat thereof, as recorded in Plat Book 11, Page(s) 6, of the public records of Polk County, Florida.

Also Described As:

A parcel of land lying within Section 30, Township 28 South, Range 27 East, Polk County, Florida and being more particularly described as follows:

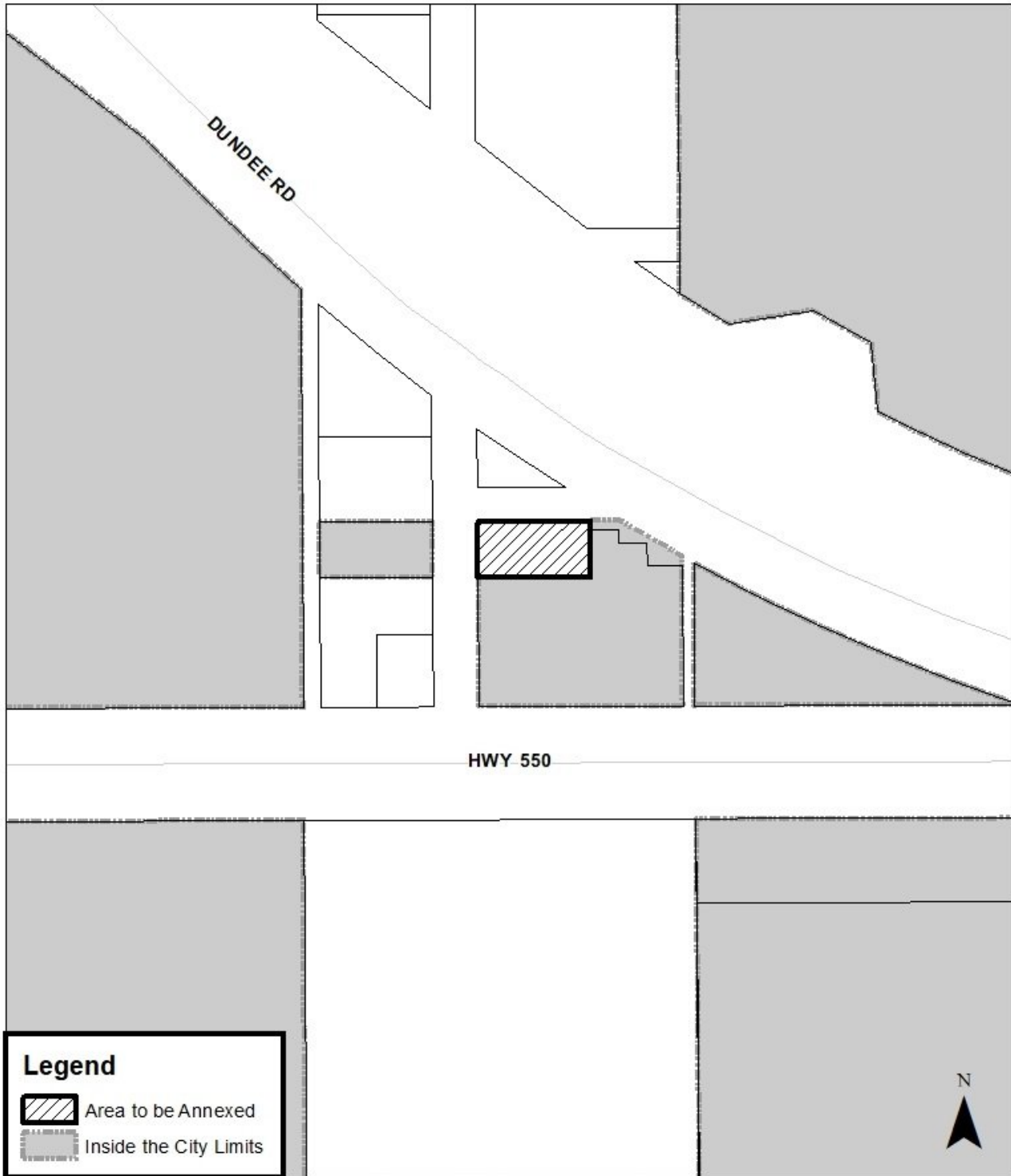
Beginning at the northwest corner of Lot 11, Block 2, of Midway Addition Unit No.1, according to the plat thereof, as recorded in Plat Book 11, Page(s) 6, of the public records of Polk County, Florida, being on the east side of the 40.00 foot platted right of way of Longwood Street as recorded in said plat; also being occupied by an iron rod labeled LB 24, thence along said right of way, also being the west line of said Lots 11 and 10, a bearing of S00°11'07"E and a distance of 50.00 feet to an 5/8 iron rod labeled LB 4565, thence leaving said right of way along the south line of Lot 10, a bearing of N89°34'47"E and a distance of 100.00 feet, thence along the east line of Lots 10 and 11, a bearing of N00°11'07"W and a distance of 50.00 feet to a 5/8 iron rod labeled LB 24, thence along the north line of Lot 11, a bearing of S89°34'47"W and a distance of 100.00 feet to the point of beginning.

An Area Containing: **0.11 acres more or less.**

Based on information obtained from the deed, and a survey provided.

Prepared and reviewed by the Engineering Division of the City of Winter Haven, (JL).

Exhibit "B"
Page 2 of 2



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 6, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-23-26: Voluntary annexation of a parcel generally located north of Thompson Nursery Road and west of Conservation Way. The area covered by this request is 4.12± acres.

BACKGROUND:

Posner Group Holdings, LLC, petitioner, requests the City Commission annex one (1) parcel, totaling 4.12± acres generally located north of Thompson Nursery Road and west of Conservation Way. The petitioner is seeking annexation for the purpose of incorporating the property into the adjacent development located in the City. The parcel is contiguous to the City to the west and the annexation of this parcel will not create an enclave.

FINANCIAL IMPACT:

Current taxable value of the subject parcel is approximately \$21,170. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately \$140. Additional revenue is expected upon the development of the property.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-26.

ATTACHMENT:

Ordinance O-23-26

ORDINANCE NO. O-23-26

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located north of Thompson Nursery Road and west of Conservation Way. The area covered by this request is 4.12± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a location map.

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

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 become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY



*
*
*
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*
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*

Space for Recording

Petition/Consent for Annexation

The following information is required for submission of an application to annex into the city limits of Winter Haven. **Please print or type the required information below.**

Property Owner(s) Details

Name(s) of Property Owner(s)*: POSNER GROUP HOLDINGS LLC

Mailing Address*: 7550 Futures Dr, Suite 306, Orlando, FL 32819

Phone*: 321-295-1074

Name of Representative, if applicable: LEANDRO C F TELES

Mailing Address: 7550 Futures Dr, Suite 306, Orlando, FL 32819 Phone: 407-350-0027

Property Details

Property Address or General Location*: 0 CONSERVATION WAY, LAKE WALES, FL 33859

Parcel I.D.#*: 272917000000023020

Legal Description of the Property (Preferably Metes & Bounds)*: SEE EXHIBIT 1

Proof of Property Ownership (copy attached)*: SEE EXHIBITS 2 AND 3

Reason for Request*: INCORPORATE THIS PIECE OF LAND TO PARCEL S-6 OF PUD O-18-53 SO THE PROJECT TO BE BUILT ON THIS PARCEL IS 100% UNDER CITY'S JURISDICTION

Present Use of the Property*: VACANT

Existing Structures Located on the Site*: NONE

FOR OFFICE USE ONLY

Total Acreage: 4.12

Assessed Property Value: \$ 21,170 Taxable Value: \$ 21,170

Subdivision: N/A

Present County Future Land Use Designation: RH - Residential High

Exhibit "A"
Page 2 of 11

OWNER/AGENT SIGNATURE PAGE

I / We, LEANDRO C F TELES being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

OWNER(S)/AGENT(S)

[Signature]
Signature of Owner/Agent
LEANDRO TELES
Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Orange

OWNER/AGENT NOTARIZATION

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of September, 2022, by LEANDRO TELES, who is personally known to me or has produced Driver License as identification and who (did) (did not) take an oath.

[Signature]
Notary Public
Notarial Seal and Commission
Expiration Date January 8, 2026

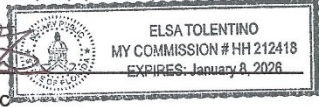


Exhibit "A"
Page 4 of 11

9/15/22, 2:45 PM

Detail by Entity Name

Exhibit 2

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
POSNER GROUP HOLDINGS LLC

Filing Information

Document Number L19000302126
FEI/EIN Number 84-4068183
Date Filed 12/17/2019
State FL
Status ACTIVE

Principal Address

40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Mailing Address

40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Registered Agent Name & Address

DYMAX INTERNATIONAL SERVICES INC.
40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Authorized Person(s) Detail

Name & Address

Title MGR

CONSOLE SIMOES, JULIO
40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Title MGR

FERREIRA TELES, LEANDRO CEZAR
40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Title Manager

FALINO, ALESSANDRO FERREIRA
40 S.W. 13TH ST., STE. 802
MIAMI, FL 33130

Annual Reports

Report Year	Filed Date
2020	01/10/2020
2021	04/26/2021
2022	01/25/2022

Document Images

01/25/2022 - ANNUAL REPORT	View image in PDF format
04/26/2021 - ANNUAL REPORT	View image in PDF format
01/10/2020 - ANNUAL REPORT	View image in PDF format
12/17/2019 - Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit "A"
Page 5 of 11

Exhibit 3

Prepared by and return to:
H. James Stadelman
Interval Title Services, Inc.
604 Courtland Street Suite 330
Orlando, FL 32804
File No. 21-0797

INSTR # 2022010853
BK 12070 Pgs 1885-1891 PG(s)7
01/12/2022 04:27:23 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 21,700.00

WARRANTY DEED

THIS INDENTURE made on this 14 day of December, 2021, by **MARC PELTZMAN**, as Trustee of the **BRIGHT LIGHT LAND TRUST**, Dated the 10 Day of December, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, Florida Statutes, whose address for notice purposes is 118 East Jefferson Street, Suite 204, Orlando, Florida 32801, hereinafter called the "Grantor", to **POSNER GROUP HOLDINGS, LLC**, a Florida limited liability company, whose address for notice purposes is 40 S.W. 13th Street, Suite 802, Miami, Florida 33130, hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, limited liability company or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargains, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property situate, lying, and being in Polk County, **Florida**, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR DRAWING

Together with all the improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (collectively, the "Property").

To Have and to Hold the same in fee simple forever.


Subject to all matters set forth in Exhibit C attached hereto and incorporated herein by this reference ("Permitted Exceptions) but reference to the same shall not operate to reimpose the same.

And the Grantor hereby does covenant with and warrant to Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Property is free of all encumbrances except for the Permitted Exceptions; and that the Grantor hereby fully warrants the title to said Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons whomsoever.


Exhibit "A"
Page 6 of 11

In Witness Whereof, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

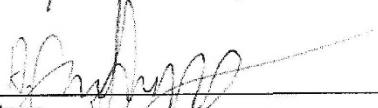
Signed, sealed and delivered in our presence:



Witness
Print Name: Gerald A. Higgins

By: 

MARC D. PELTZMAN
As Trustee
Grantor

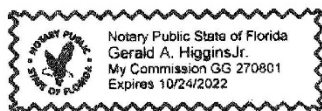



Witness
Print Name: H. James Giddens

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means (select one) of _____ physical presence or _____ online notarization on this _____ day of _____, 2021, by **MARC PELTZMAN**, as Trustee of the **BRIGHT LIGHT LAND TRUST**, Dated 10 Day of December, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, who (select one) is _____ personally known as or has produced Driver License as identification.

(SEAL)





NOTARY PUBLIC
Print Name: Gerald A. Higgins Jr.
My Commission Expires: 10/24/22
Commission No. 66270801

Exhibit "A"
Page 7 of 11

**EXHIBIT A
LEGAL DESCRIPTION**

Description: (Parcel S-6)

A parcel of land in the Southeast ¼ and the Northeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 314.15 feet; thence South 00°52'28" East, 109.35 feet; thence South 03°53'21" West, 72.25 feet; thence South 00°52'28" East, 1102.72 feet to the Point of Beginning; thence continue South 00°52'28" East, 73.02 feet to the point of curvature of a curve to the left having a radius of 359.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 128.53 feet; thence southerly along the arc of said curve 129.23 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 183.00 feet, a central angle of 09°05'25", a chord bearing of South 16°57'14" East and a chord distance of 29.00 feet; thence southerly along the arc of said curve, 29.03 feet to the point of tangency; thence South 12°24'32" East, 69.47 feet to the point of curvature of a curve to the left having a radius of 217.00 feet, a central angle of 09°05'25", a chord bearing of South 16°57'14" East and a chord distance of 34.39 feet; thence southerly along the arc of said curve 34.43 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 283.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 103.47 feet; thence southerly along the arc of said curve 104.05 feet to the point of tangency; thence South 00°25'58" East, 207.07 feet to the point of curvature of a curve to the right having a radius of 283.00 feet, a central angle of 19°32'40", a chord bearing of South 09°20'22" West and a chord distance of 96.07 feet; thence southerly along the arc of said curve 96.54 feet to the point of tangency; thence South 19°06'42" West, 68.11 feet; thence North 70°53'18" West, 1174.49 feet; thence North 44°30'19" East, 35.18 feet; thence South 80°45'29" East, 18.96 feet; thence North 14°49'43" East, 57.99 feet; thence North 40°43'53" East, 49.65 feet; thence North 10°46'16" East, 199.39 feet; thence North 44°24'08" West, 102.00 feet; thence North 20°35'20" East, 59.50 feet; thence North 01°00'39" East, 136.36 feet; thence North 03°24'25" West, 112.40 feet; thence North 14°38'36" West, 9.39 feet; thence North 61°26'24" East, 160.74 feet; thence South 49°19'38" East, 22.77 feet; thence South 68°34'40" East, 90.18 feet; thence South 62°47'43" East, 92.79 feet; thence South 64°46'36" East, 40.09 feet; thence South 69°10'26" East, 47.84 feet; thence North 76°06'32" East, 94.83 feet; thence North 73°12'05" East, 48.17 feet; thence North 73°20'21" East, 51.93 feet; thence North 60°04'22" East, 83.97 feet; thence North 62°35'29" East, 47.68 feet; thence North 23°51'24" East, 30.57 feet; thence North 89°07'32" East, 123.31 feet to the Point of Beginning.

Parcel containing 20.83 acres, more or less.

**EXHIBIT B
MAP**

Exhibit "A"
Page 9 of 11

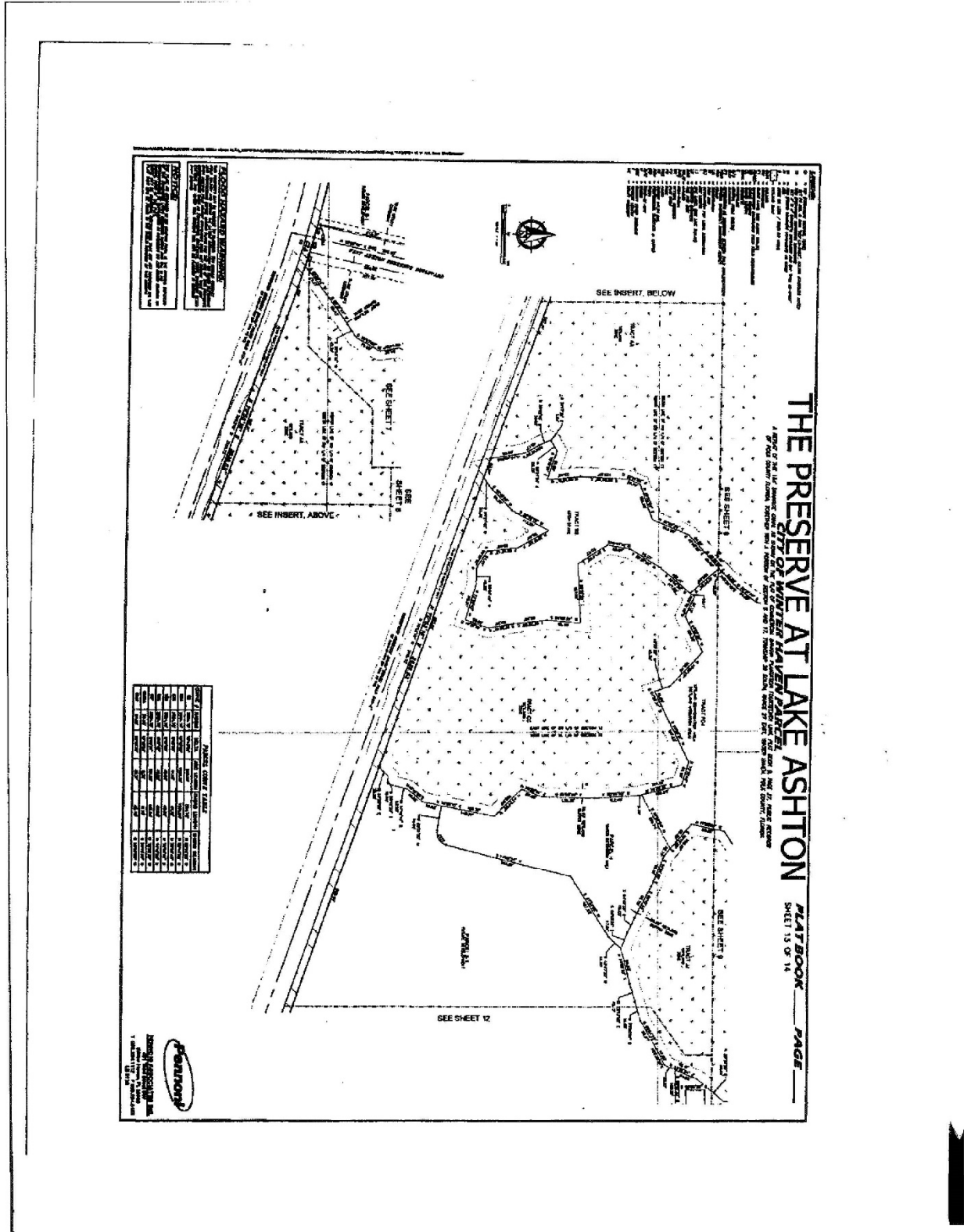


Exhibit "A"
 Page 10 of 11

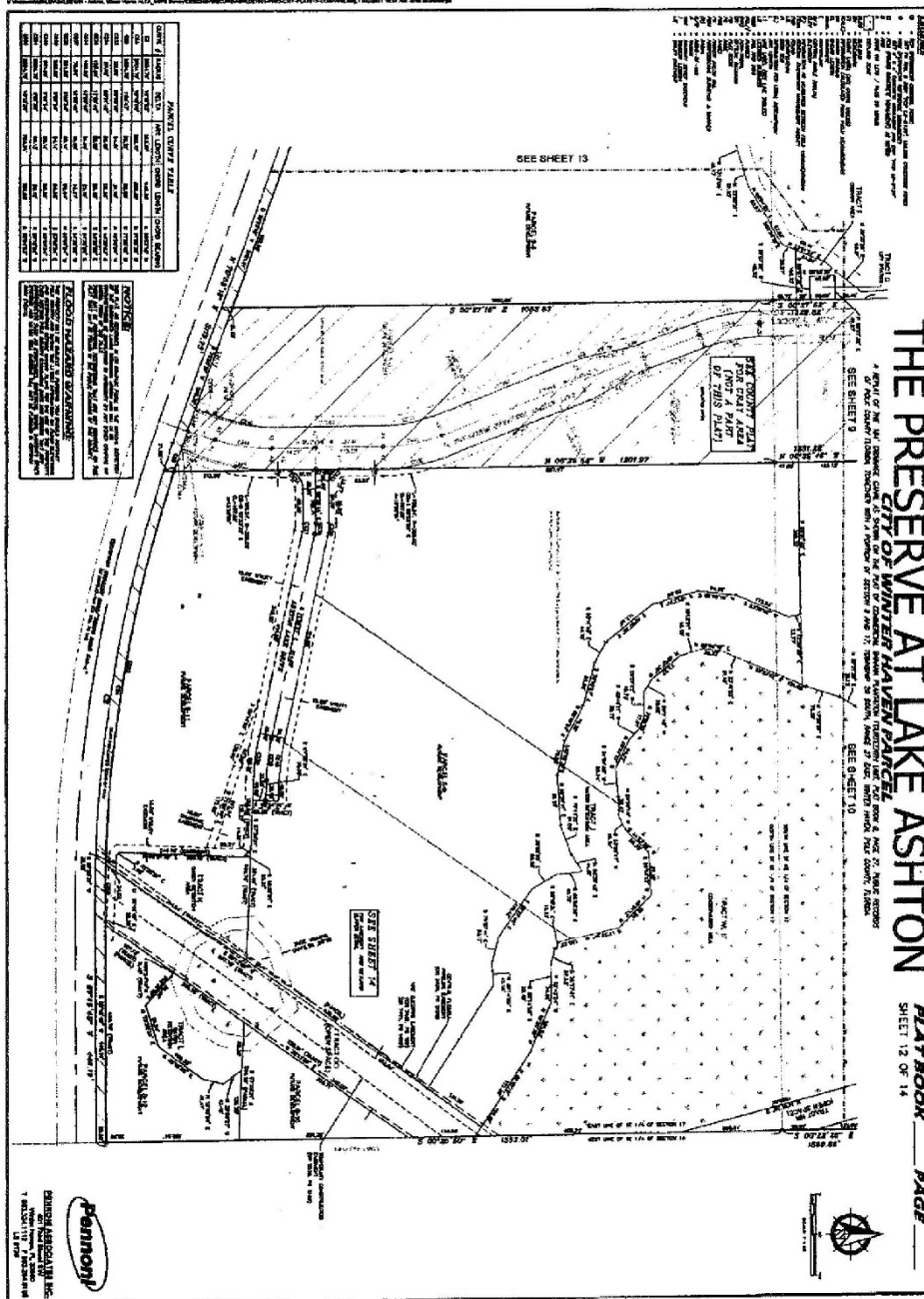


Exhibit "A"
Page 11 of 11

EXHIBIT C
PERMITTED EXCEPTIONS

1. General or special taxes and assessments required to be paid in the year **2022** and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Ordinance No.: O-02-49 recorded in O.R. Book 5142, Page 1162, together with Agreement by and between The Winter Haven Corporation, a Florida limited liability company, and the City of Winter Haven recorded in O.R. Book 5155, Page 1401, Public Records of Polk County, Florida, which includes provisions creating easements.
4. Easement Agreements by and between Odyssey Residential (WHC) II, LLC, a Florida limited liability company, Odyssey Residential (WH84) II, LLC, a Florida limited liability company, and WHCP Properties, LLC, a Florida limited liability company, recorded in O.R. Book 7800, Page 2246 and O.R. Book 7800, Page 2265, Public Records of Polk County, Florida, which includes provisions creating maintenance obligations and easements.
5. Unrecorded easement in favor of the City of Winter Haven, for an existing underground potable water distribution main, running generally along or near the East line of the West 1/2 of said Section 17, from a point on the North line of said Section 17 near the Northeast corner of the West 1/2 thereof to a point on the North right of way line of Thompson Nursery Road.
6. Easement in favor of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy recorded in O.R. Book 11782, Page 753, Public Records of Polk County, Florida.
7. Notice of Environmental Resource Permit recorded in Official Records Book 11912, at Page 1107, of the Public Records of Polk County, Florida.

Exhibit "B"
Page 1 of 2

Ordinance No. O-23-26
Annexation Boundary Description

R. T. S. Sub. Parcel
27-29-17-000000-023020

Described As:

A parcel of land in the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being known as part of Parcel S-6, lying in the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said section, of the Unrecorded Plat of "The Preserve at Lake Ashton".

Also Described As:

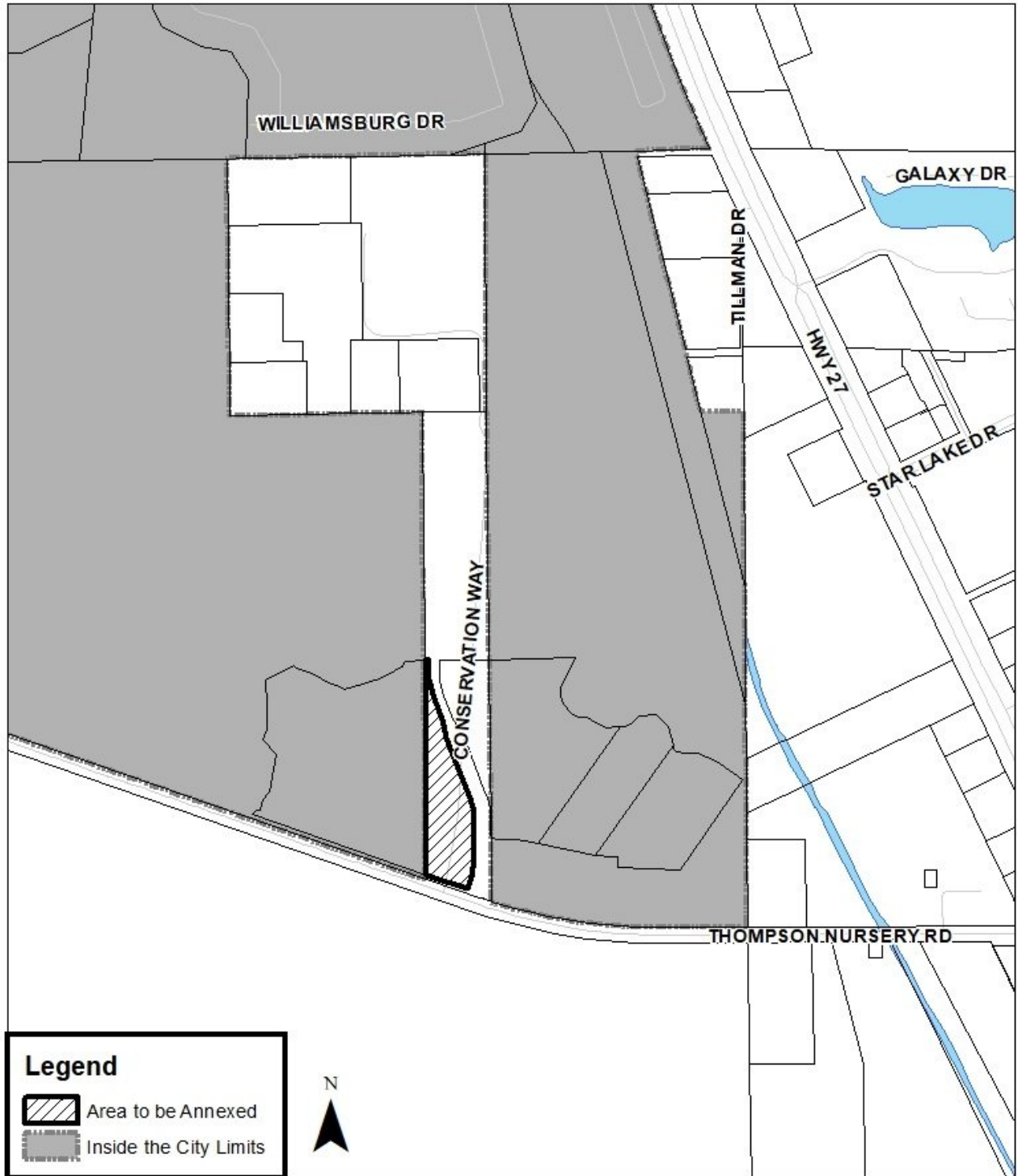
Commence at the southeast corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 17; thence South $89^{\circ}06'20''$ West, along the south line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 314.15 feet; thence South $00^{\circ}52'28''$ East, 109.35 feet; thence South $03^{\circ}53'21''$ West, 72.25 feet; thence South $00^{\circ}52'28''$ East, 1102.72 feet to the Point of Beginning; thence continue South $00^{\circ}52'28''$ East, 73.02 feet to the point of curvature of a curve to the left having a radius of 359.00 feet, a central angle of $20^{\circ}37'29''$, a chord bearing of South $11^{\circ}11'13''$ East and a chord distance of 128.53 feet; thence southerly along the arc of said curve 129.23 feet to the point of tangency; thence South $21^{\circ}29'57''$ East, 116.42 feet to the point of curvature of a curve to the right having a radius of 183.00 feet, a central angle of $09^{\circ}05'25''$, a chord bearing of South $16^{\circ}57'14''$ East and a chord distance of 29.00 feet; thence southerly along the arc of said curve, 29.03 feet to the point of tangency; thence South $12^{\circ}24'32''$ East, 69.47 feet to the point of curvature of a curve to the left having a radius of 217.00 feet, a central angle of $09^{\circ}05'25''$ a chord bearing of South $16^{\circ}57'14''$ East and a chord distance of 34.39 feet; thence southerly along the arc of said curve 34.43 feet to the point of tangency; thence South $21^{\circ}29'57''$ East, 297.12 feet to the point of curvature of a curve to the right having a radius of 283.00 feet, a central angle of $21^{\circ}03'59''$, a chord bearing of South $10^{\circ}57'58''$ East and a chord distance of 103.47 feet; thence southerly along the arc of said curve 104.05 feet to the point of tangency; thence South $00^{\circ}25'58''$ East, 207.07 feet to the point of curvature of a curve to the right having a radius of 283.00 feet, a central angle of $19^{\circ}32'40''$, a chord bearing of South $09^{\circ}20'22''$ West and a chord distance of 96.07 feet; thence southerly along the arc of said curve 96.54 feet to the point of tangency; thence South $19^{\circ}06'42''$ West, 68.11 feet; thence North $70^{\circ}53'18''$ West, 218.60 feet; thence North $00^{\circ}27'16''$ West, 1062.56 feet; thence North $00^{\circ}27'52''$ West, 45.73 feet; thence North $89^{\circ}07'32''$ East, 20.97 feet to the Point of Beginning.

An Area Containing: **4.12 acres** more or less.

Based on information obtained from the deed, and an unrecorded plat provided.

Prepared and reviewed by the Engineering Division of the City of Winter Haven. (JL).

Exhibit "B"
Page 2 of 2



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 6, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-23-27: Voluntary annexation of a parcel generally located north of Thompson Nursery Road and east of Conservation Way. The area covered by this request is 2.58± acres.

BACKGROUND:

Telescorp Group, LLC, petitioner, requests the City Commission annex one (1) parcel, totaling 2.58± acres generally located north of Thompson Nursery Road and east of Conservation Way. The petitioner is seeking annexation for the purpose of incorporating the property into the adjacent development located in the City. The parcel is contiguous to the City to the east and the annexation of this parcel will not create an enclave.

FINANCIAL IMPACT:

Current taxable value of the subject parcel is approximately \$17,005. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately \$112. Additional revenue is expected upon the development of the property.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-27.

ATTACHMENT:

Ordinance O-23-27

ORDINANCE NO. O-23-27

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located north of Thompson Nursery Road and east of Conservation Way. The area covered by this request is 2.58± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a location map.

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

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 become effective immediately upon passage on second reading.

INTRODUCED on first reading this 8th day of May, 2023.

PASSED on second reading this 22nd day of May, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY



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*
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*
*
*
*

Space for Recording

Petition/Consent for Annexation

The following information is required for submission of an application to annex into the city limits of Winter Haven. Please print or type the required information below.

Property Owner(s) Details

Name(s) of Property Owner(s)*: TELESCORP GROUP LLC

Mailing Address*: 7550 Futures Dr, Suite 306, Orlando, FL 32819

Phone*: 321-295-1074

Name of Representative, if applicable: LEANDRO C F TELES

Mailing Address: 7550 Futures Dr, Suite 306, Orlando, FL 32819 Phone: 407-350-0027

Property Details

Property Address or General Location*: 0 CONSERVATION WAY, LAKE WALES, FL 33859

Parcel I.D.#*: 272917000000021040

Legal Description of the Property (Preferably Metes & Bounds)*: SEE EXHIBIT 1

Proof of Property Ownership (copy attached)*: SEE EXHIBITS 2 AND 3

Reason for Request*: INCORPORATE THIS PIECE OF LAND TO PARCEL S-9 OF PUD O-18-53 SO THE PROJECT TO BE BUILT ON THIS PARCEL IS 100% UNDER CITY'S JURISDICTION

Present Use of the Property*: VACANT

Existing Structures Located on the Site*: NONE

FOR OFFICE USE ONLY

Total Acreage: 2.58

Assessed Property Value: \$ 17,005 Taxable Value: \$ 17,005

Subdivision: N/A

Present County Future Land Use Designation: RH - Residential High

Exhibit "A"
Page 2 of 12

OWNER/AGENT SIGNATURE PAGE

I / We, LEANDRO C F TELES being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

OWNER(S)/AGENT(S)

[Signature]
Signature of Owner/Agent

Signature of Owner/Agent

LEANDRO TELES
Printed Name of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Printed Name of Owner/Agent

STATE OF Florida
COUNTY OF Orange

OWNER/AGENT NOTARIZATION

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization this 16 day of September, 2022, by

Leandro Teles, who is personally known to me or has produced

Driver License as identification and who (did) (did not) take an oath

[Signature]
Notary Public
Notarial Seal and Commission
Expiration Date January 8, 2026

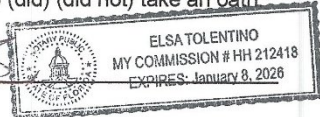


Exhibit "A"
Page 4 of 12

9/15/22, 2:44 PM

Detail by Entity Name

Exhibit 2

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
TELESCORP GROUP LLC

Filing Information

Document Number L15000151159
FEI/EIN Number 36-4817777
Date Filed 09/09/2015
State FL
Status ACTIVE

Principal Address

7550 FUTURES DR
#306
ORLANDO, FL 32819

Changed: 04/30/2019

Mailing Address

PO Box 592999
ORLANDO, FL 32859

Changed: 04/30/2021

Registered Agent Name & Address

FLORIDA TAX HOUSE LLC
7550 FUTURES DR
#306
ORLANDO, FL 32819

Name Changed: 04/26/2018

Address Changed: 04/30/2019

Authorized Person(s) Detail

Name & Address

Title MGR

FERREIRA TELES, LEANDRO CEZAR
14282 ALDFORD DR
WINTER GARDEN, FL 34787

Title MGR

LOPES, ERICKA
14282 ALDFORD DR
WINTER GARDEN, FL 34787

Annual Reports

Report Year	Filed Date
2020	06/30/2020
2021	04/30/2021
2022	04/28/2022

Document Images

04/28/2022 -- ANNUAL REPORT	View image in PDF format
04/30/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/26/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
09/09/2015 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Exhibit "A"
Page 5 of 12

Exhibit 3

Prepared by and return to:
H. James Stadelman
Interval Title Services, Inc.
604 Courtland Street 330
Orlando, FL 32804
File No. 21-0797

INSTR # 2022010887
BK 12070 Pgs 1979-1986 PG(s)8
01/12/2022 04:36:30 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 69.50
DEED DOC 21,700.00

WARRANTY DEED

THIS INDENTURE made on this 14 day of December, 2021, by **MARC PELTZMAN**, as Trustee of the **BRIGHT LIGHT LAND TRUST**, Dated the 10 Day of December, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, hereinafter called the "Grantor", to **TELESCORP GROUP, LLC**, a Florida limited liability company, whose address for notice purposes is PO Box 592999, Orlando, Florida 32859, hereinafter called the "Grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, limited liability company or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other good and valuable considerations, receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargains, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property situate, lying, and being in **Polk County, Florida**, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND EXHIBIT "B" FOR DRAWING

Together with all the improvements, easements, licenses, privileges, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (collectively, the "Property").

To Have and to Hold the same in fee simple forever.

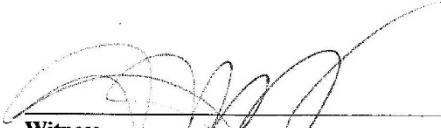
Subject to all matters set forth in Exhibit C attached hereto and incorporated herein by this reference ("Permitted Exceptions) but reference to the same shall not operate to reimpose the same.

And the Grantor hereby does covenant with and warrant to Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property; that the Property is free of all encumbrances except for the Permitted Exceptions; and that the Grantor hereby fully warrants the title to said Property and will defend the same, subject to the Permitted Exceptions, against the lawful claims of all persons whomsoever.


Exhibit "A"
Page 6 of 12

In Witness Whereof, the Grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

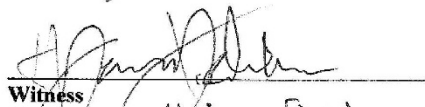
Signed, sealed and delivered in our presence:



Witness
Print Name: Gerald Higgins

By: 

MARC D. PELTZMAN
As Trustee
Grantor



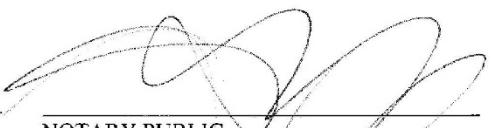
Witness
Print Name: H. James Stadelman

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me, the undersigned authority, by means (select one) of _____ physical presence or _____ online notarization on this _____ day of _____, 2021, by **MARC PELTZMAN, as Trustee of the BRIGHT LIGHT LAND TRUST**, Dated the _____ Day of _____, 2021, with full power and authority to protect, conserve, sell, convey, lease, grant, encumber, or otherwise manage or dispose of the real property described herein pursuant to Section 689.071, who (select one) is _____ personally known as or has produced FL Drivers License as identification.

(SEAL)





NOTARY PUBLIC
Print Name: Gerald A. Higgins Jr.
My Commission Expires: 10/24/22
Commission No. GG 270801

Exhibit "A"
Page 7 of 12

**EXHIBIT A
LEGAL DESCRIPTION**

Description: (Parcel S-9-1)

A parcel of land in the Southeast ¼ and the Northeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1102.72 feet to the Point of Beginning; thence continue South 00°52'28" East, 73.02 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet; thence North 35°12'06" East, 735.62 feet; thence North 89°58'10" West, 14.25 feet; thence South 84°04'48" West, 56.24 feet; thence North 65°01'10" West, 64.72 feet; thence North 48°46'11" West, 28.77 feet; thence North 72°01'55" West, 27.61 feet; thence South 89°07'02" West, 45.73 feet; thence North 60°11'45" West, 30.82 feet; thence North 40°07'35" West, 73.57 feet; thence North 16°13'21" West, 46.05 feet; thence North 06°46'15" East, 35.22 feet; thence North 23°41'03" East, 61.16 feet; thence North 23°33'02" East, 111.66 feet; thence South 89°07'32" West, 698.39 feet to the Point of Beginning.

Parcel containing 12.19 acres, more or less.

AND

Description: (Parcel S-9-2)

A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Exhibit "A"
Page 8 of 12

Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 116.28 feet to the Point of Beginning; thence continue South 78°25'27" East, 298.40 feet to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet; thence North 35°12'06" East, 695.39 feet; thence North 13°33'29" West, 96.14 feet; thence North 46°01'13" West, 89.94 feet; thence South 86°58'13" West, 87.29 feet; thence South 44°33'50" West, 59.30 feet; thence South 63°29'27" West, 35.34 feet; thence North 89°58'10" West, 24.17 feet; thence South 35°12'06" West, 735.62 feet to the Point of Beginning.

Parcel containing 5.01 acres, more or less.

AND

Description: (Parcel S-9-3)

A parcel of land in the Southeast ¼ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

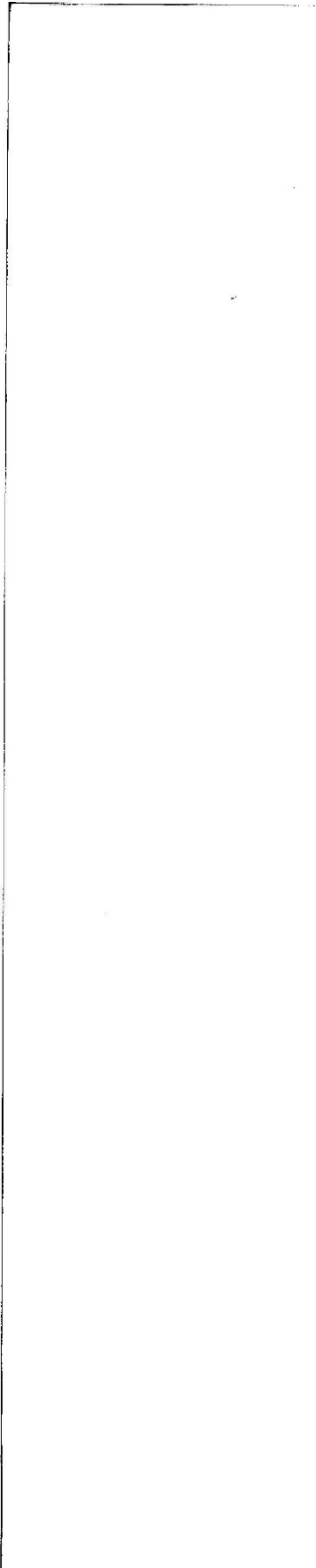
Commence at the southeast corner of the Northwest ¼ of the Northeast ¼ of said Section 17; thence South 89°06'20" West, along the south line of said Northwest ¼ of the Northeast ¼, a distance of 264.15 feet; thence South 00°52'28" East, 109.37 feet; thence South 00°43'00" West, 72.03 feet; thence South 00°52'28" East, 1175.74 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of 20°37'29", a chord bearing of South 11°11'13" East and a chord distance of 109.20 feet; thence southerly along the arc of said curve 109.79 feet to the point of tangency; thence South 21°29'57" East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 30.27 feet; thence southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South 30°35'22" East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of 09°05'25", a chord bearing of South 26°02'39" East and a chord distance of 33.12 feet;

Exhibit "A"
Page 9 of 12

thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South 21°29'57" East, 297.12 feet to the point of curvature of a curve to the right having a radius of 369.00 feet, a central angle of 21°03'59", a chord bearing of South 10°57'58" East and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to the point of tangency; thence South 00°25'58" East, 82.91 feet to the point of curvature of a curve to the left having a radius of 26.00 feet, a central angle of 90°08'18", a chord bearing of South 45°30'07" East and a chord distance of 36.81 feet; thence southeasterly along the arc of said curve 40.90 feet to the point of tangency; thence North 89°25'44" East, 80.59 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, a central angle of 12°08'49", a chord bearing of South 84°29'52" East and a chord distance of 26.45 feet; thence easterly along the arc of said curve 26.50 feet to the point of tangency; thence South 78°25'27" East, 414.68 feet; to the point of curvature of a curve to the left having a radius of 501.00 feet, a central angle of 00°18'50", a chord bearing of South 78°34'52" East and a chord distance of 2.74 feet; thence easterly along the arc of said curve 2.74 feet to the Point of Beginning; said point being on a curve to the left having a radius of 501.00 feet, a central angle of 08°51'05", a chord bearing of South 83°09'49" East and a chord distance of 77.32 feet; thence easterly along the arc of said curve 77.40 feet to the point of tangency; thence South 87°35'21" East, 40.08 feet; thence South 02°24'39" West, 50.00 feet; thence South 87°35'21" East, 321.65 feet; thence North 35°12'06" East, 567.34 feet; thence North 55°46'10" West, 172.39 feet; thence North 66°20'38" West, 104.93 feet; thence North 88°42'24" West, 34.52 feet; thence South 86°14'55" West, 33.46 feet; thence North 76°07'41" West, 37.93 feet; thence North 56°18'31" West, 15.93 feet; thence North 13°33'29" West, 24.08 feet; thence South 35°12'06" West, 695.39 feet to the Point of Beginning.

Parcel containing 6.01 acres, more or less.

Exhibit "A"
Page 10 of 12



**EXHIBIT B
MAP**

Exhibit "A"
Page 11 of 12

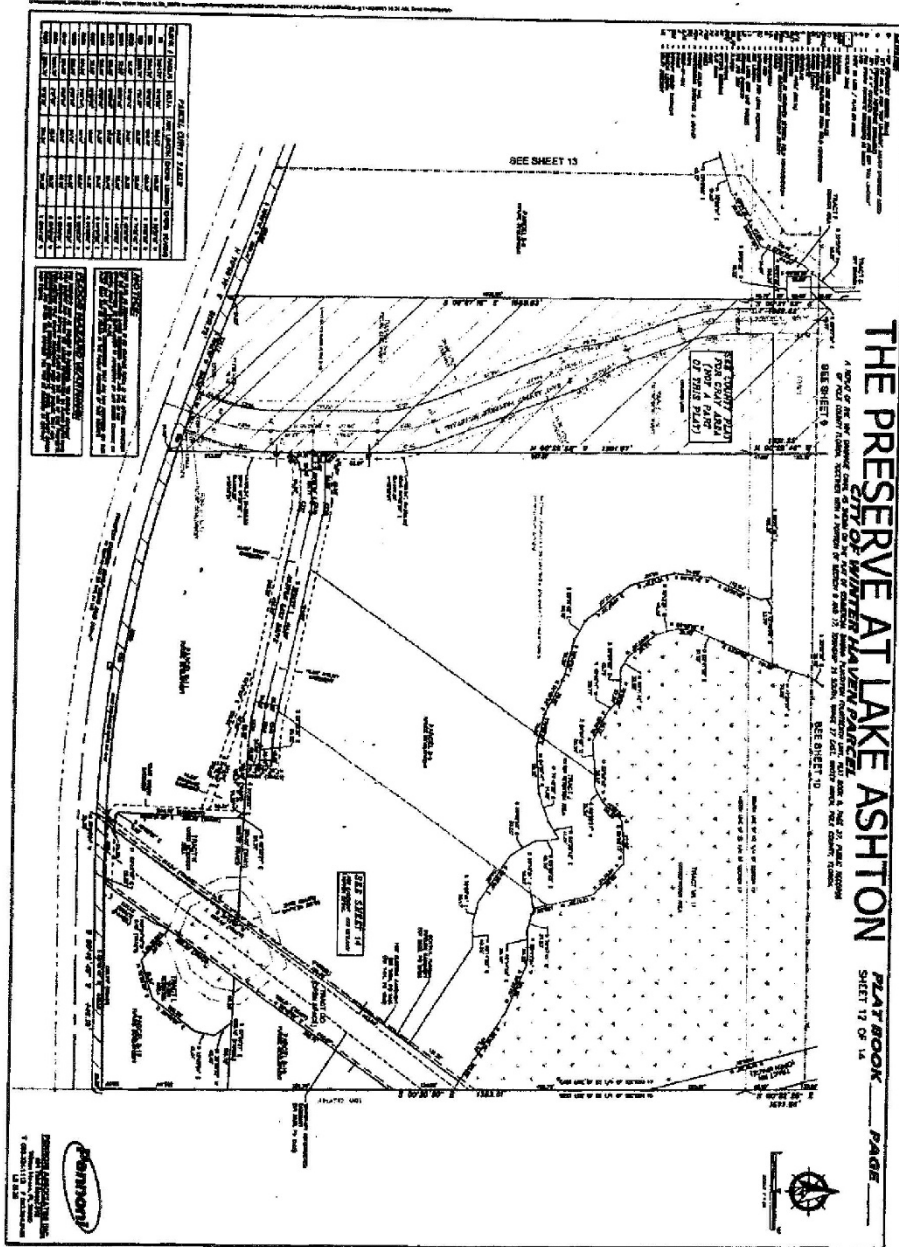


Exhibit "A"
Page 12 of 12

**EXHIBIT C
PERMITTED EXCEPTIONS**

1. General or special taxes and assessments required to be paid in the year **2022** and subsequent years.
2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
3. Easement in favor of Florida Public Service Company recorded in Deed Book 404, Page 46, as amended and partially released by that certain Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7401, Page 160, as corrected by that certain Corrective Partial Release of Easement and Amendment and Restatement of Easement recorded in O.R. Book 7411, Page 1019, Public Records of Polk County, Florida.
4. Ordinance No.: O-02-49 recorded in O.R. Book 5142, Page 1162, together with Agreement by and between The Winter Haven Corporation, a Florida limited liability company, and the City of Winter Haven recorded in O.R. Book 5155, Page 1401, Public Records of Polk County, Florida, which includes provisions creating easements.
5. Easement Agreements by and between Odyssey Residential (WHC) II, LLC, a Florida limited liability company, Odyssey Residential (WH84) II, LLC, a Florida limited liability company, and WHCP Properties, LLC, a Florida limited liability company, recorded in O.R. Book 7800, Page 2246 and O.R. Book 7800, Page 2265, Public Records of Polk County, Florida, which includes provisions creating maintenance obligations and easements.
6. Easement in favor of Duke Energy Florida, LLC, a Florida limited liability company, d/b/a Duke Energy recorded in O.R. Book 11782, Page 753, Public Records of Polk County, Florida.
7. Notice of Environmental Resource Permit recorded in Official Records Book 11912, at Page 1107, of the Public Records of Polk County, Florida.

Exhibit "B"
Page 1 of 2

Ordinance No. O-23-27
Annexation Boundary Description

R. T. S. Sub. Parcel
27-29-17-000000-021040

Described As:

A parcel of land in the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being known as part of Parcel S-9, lying in the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of said section, of the Unrecorded Plat of "The Preserve at Lake Ashton".

Also Described As:

A parcel of land in the Southeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of Section 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

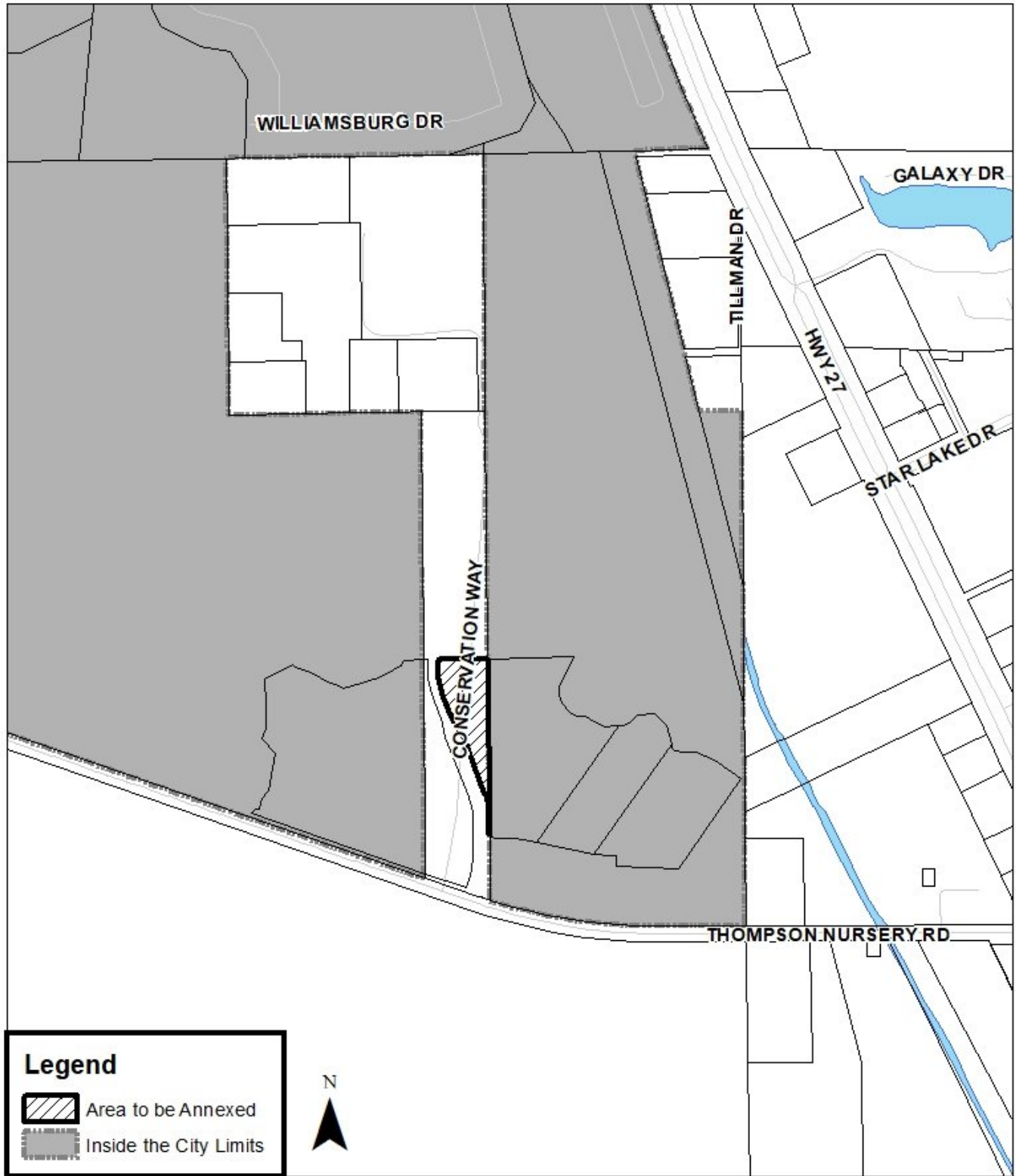
Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 17; thence South $89^{\circ}06'20''$ West, along the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 264.15 feet; thence South $00^{\circ}52'28''$ East, 109.37 feet; thence South $00^{\circ}43'00''$ West, 72.03 feet; thence South $00^{\circ}52'28''$ East, 1102.72 feet to the Point of Beginning; thence continue South $00^{\circ}52'28''$ East, 73.02 feet to the point of curvature of a curve to the left having a radius of 305.00 feet, a central angle of $20^{\circ}37'29''$, a chord bearing of South $11^{\circ}11'13''$ East and a chord distance of 109.20 feet; thence Southerly along the arc of said curve 109.79 feet to the point of tangency; thence South $21^{\circ}29'57''$ East, 116.42 feet to the point of curvature of a curve to the right having a radius of 191.00 feet, a central angle of $09^{\circ}05'25''$, a chord bearing of South $26^{\circ}02'39''$ East and a chord distance of 30.27 feet; thence Southeasterly along the arc of said curve 30.30 feet to the point of tangency; thence South $30^{\circ}35'22''$ East, 69.47 feet to the point of curvature of a curve to the right having a radius of 209.00 feet, a central angle of $09^{\circ}05'25''$, a chord bearing of South $26^{\circ}02'39''$ East and a chord distance of 33.12 feet; thence southeasterly along the arc of said curve 33.16 feet to the point of tangency; thence South $21^{\circ}29'57''$ East, 297.12 feet to the point of curvature of a curve to the right having a radius 369.11 of feet, a central angle of $21^{\circ}03'36''$, a chord bearing South $10^{\circ}58'04''$ East of and a chord distance of 134.91 feet; thence southerly along the arc of said curve 135.67 feet to a point on the West line of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17; thence along said West line North $00^{\circ}25'58''$ West a distance of 771.05 feet to the Northwest Corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17; thence along the West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ North $00^{\circ}26'46''$ West a distance of 47.00 feet; thence South $89^{\circ}07'25''$ West a distance of 256.55 feet to the Point of Beginning.

An Area Containing: **2.58 acres more or less.**

Based on information obtained from the deed, and unrecorded plat provided.

Prepared and reviewed by the Engineering Division of the City of Winter Haven. (JL).

Exhibit "B"
Page 2 of 2



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 4, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
Julie Adams, Parks, Recreation & Culture Director
Scott Eilers, Parks, Recreation & Culture Assistant Director

FROM: Jennifer Burke, AdventHealth Fieldhouse & Conference Center Manager

SUBJECT: ITB-23-24 Award of Re-Bid: AdventHealth Fieldhouse/Chain of Lakes Complex Roof Restoration

BACKGROUND:

The Chain of Lakes Complex, constructed in 1976, went through a major renovation transforming into the AdventHealth Fieldhouse. The Fieldhouse opened in December 2019 with an additional 85,000 square feet added to the original structure. During construction, the City was able to make some efficiency and aesthetic improvements to the old part of the building but the existing roof was never addressed. Prior to construction, the roof had not been an issue but has since been a constant source of leaks. The original portions of the structure consist of two layers of roofing which is the maximum allowed by the Florida Building Code. While Code does not allow the addition of a third roofing system over the existing roof, it does allow "restoration". Roof restoration involves power washing the existing roof system, recessing all existing roof drains to eliminate ponding of water, installing a 2-part epoxy primer, and a new silicone coating over the prepared roof and flashing. This product is not intended to be a permanent repair but rather a stopgap for the next 5 to 7 years allowing time to budget for a complete tear-off and re-roof of the original facility. The proposed restoration comes with a 2-year workmanship warranty and a 10-year manufacturer warranty.

Staff solicited bid responses in January (ITB-23-17) and again March 22, 2023 (ITB-23-24). On April 19, 2023, seven sealed bids were received for ITB-23-24 Re-Bid: AdventHealth Fieldhouse / Chain of Lakes Complex Roof Restoration. Florida Exterior Coatings (FEC) (Eagle Lake, FL) was the lowest responsive, responsible bidder. A Recommendation of Award was posted with no protest received in response. It should be noted, FEC has worked on several City facilities to staff's satisfaction.

FINANCIAL IMPACT:

The total project cost is \$194,218 which is budgeted within the FY 2023/2024 budget (001-07-705-4602)

RECOMMENDATION:

Staff recommends the City Commission approve award of ITB-23-24 to FEC Roofing and allow the City Manager to take any and all necessary actions related thereto.

ATTACHMENT:

ITB-23-24 Recommendation of Award & Bid Tabulation

WINTER HAVEN
The Chain of Lakes City
Office of Procurement

April 21, 2023

To: All interested firms
Subject: Recommendation of Award

Dear Sir/Madam:

City of Winter Haven staff has recommended the award of ITB-23-24 Re-Bid: Advent Fieldhouse / Chain of Lakes Complex Roof Restoration to Florida Exterior Coating, Inc. as the lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, I can be reached at 863.298.5556 or procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
Procurement Manager

P.O. Box 2277 ♦ 500 Third St., NW ♦ Winter Haven, FL 33883-2277
Telephone 863.298.5556 ♦ Fax: 863.297-3027 ♦ www.mywinterhaven.com
City of Winter Haven founded 1911.

ITB-23-24
City of Winter Haven
Tabulation of Bids

Item	Quant	Re-Bid, Advent Fieldhouse/ COL Roof Restoration	Bidder No 1 Florida Exterior Coating, Inc Eagle Lake, FL	Bidder No 2 MGC Roofing & Const. Sanford, FL	Bidder No 3 Next Dimension Const. Summerfield, FL	Bidder No 4 Robert Binns Roofing Winter Haven, FL
A	1	Re-Bid, Advent Fieldhouse/ COL Roof Restoration	Total Cost \$194,218.00	Total Cost \$215,000.00	Total Cost \$238,162.00	Total Cost \$479,000.00
*No Bid Security						

Item	Quant	Re-Bid, Advent Fieldhouse/ COL Roof Restoration	Bidder No 5 Southern Roofing Company Tampa, FL	Bidder No 6 Sutter Roofing Company Sarasota, FL	Bidder No 7 Turley Const. dba Turley Roofing Ocala, FL
A	1	Re-Bid, Advent Fieldhouse/ COL Roof Restoration	Total Cost \$385,193.00	Total Cost \$302,796.00	Total Cost \$264,922.00

Bethany Owen

Date: April 21, 2023

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 4, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Public Works Director
Brittany Hart, Assistant Public Works Director

SUBJECT: Pavement Preservation Rejuvenation Piggyback Agreement

BACKGROUND:

The City's pavement preservation program identified three main tools for making long-term improvements of City roadways. Those tools are, traditional milling and filling of very bad roads, micro-surfacing of roads that are still in decent condition, and rejuvenation of roads that are still in their prime with a goal of extending that "prime" period.

The City has a continuing contract for milling and filling and micro-surfacing services. For rejuvenation though, the City is able to take advantage of the economies of scale Polk County government benefits from by piggybacking their contract with Pavement Technology, Inc. (Westlake, OH) acquired via solicitation Bid# 22-245 Pavement Preservation & Recycling Treatments.

Rejuvenation is a process where the asphalt is re-impregnated with oils to help them last longer. Polk County and Lakeland have used this process for many years to stretch the life of their roads. It is an important tool in the City's Pavement Management Tool Box.

FINANCIAL IMPACT:

The Piggyback agreement provides access to the Polk County's Rejuvenation rates for the term of their contract. The first Task Order to be issued under this contract is \$326,247 and covers about 278,212 square yards of asphalt or around 18 Miles of roads.

RECOMMENDATION:

Staff recommends the City Commission Authorize the City Manager or his designee to take all action necessary to incorporate asphalt rejuvenation into the City's Pavement Management Toolbox and take any other action necessary to implement this initiative.

ATTACHMENTS:

Letter for Piggyback Agreement
General Piggyback Purchasing Agreement
Outlined Initial Task Order

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

May 5, 2023

Mr. Michael J. Carnevale
Public Works Director
City of Winter Haven
451 3rd Street NW
Winter Haven, FL 33883

RE: BID No. 22-245 Pavement Preservation & Recycling Treatments

Dear Mr. Carnevale:

We are pleased to offer our proposal to apply Reclamite® Asphalt Rejuvenator to streets located in The City of Winter Haven, Florida.

Enclosed find verification of our contract with Polk County, Florida for the application of Reclamite® Asphalt Rejuvenating Agent. Pavement Technology, Inc. can offer to The City of Winter Haven the contract price of \$1.12 per square yard, from April 30, 2023 to April 30, 2024, as per the attached documents. The mobilization charge (\$2,000.00) and the maintenance of traffic charge (\$12,650.00) are outlined on the attached pricing sheet.

We look forward to the opportunity to be of service to you and The City of Winter Haven.

Sincerely,

Colin Durante

Colin Durante
President
cdurante@pavetechinc.com

Enclosure

cc: Chris Evers
John J. Schlegel

GENERAL PIGGYBACK PURCHASING AGREEMENT

This *General Piggyback Purchasing Agreement* (the “*Agreement*”) is made by and between the City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, FL 33881 (the “*City*”), and:

Pavement Technology, Inc
24144 Detroit Road
Westlake, OH 44145

(the “*Vendor*”).

WITNESSETH:

WHEREAS, on **May 25, 2022**, **Polk County** (the “*Original Procuring Government*”) awarded **Bid 22-245, Pavement Preservation & Recycling Treatments** to *Vendor* for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is on file with the *City’s* Procurement Manager and incorporated herein by reference (the “*Original Procurement Bid and Contract*”); and

WHEREAS, the *City* is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the *Original Procurement Bid and Contract*; and

WHEREAS, the *Vendor* is willing to provide “piggyback” services and/or goods to the *City* on the same terms and conditions as those offered to *Original Procuring Government*, as outlined in the *Original Procurement Bid and Contract* documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the *City* and *Vendor* agree as follows:

§ 1. Incorporation of Recitals.

The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

§ 2. Terms of Agreement; Purchasing Authority.

(a) This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in the *Original Procurement Bid and Contract* documents, specifically including:

- (1) All instructions to bidders and general information in the *Original Procurement Bid and Contract Documents*;
- (2) All special conditions of the *Original Procurement Bid and Contract Documents*;
- (3) All definitions of terms contained in the *Original Procurement Bid and Contract Documents*;
- (4) All specifications, scopes of services, and/or descriptions of goods to be sold contained in the *Original Procurement Bid and Contract Documents*;

- Documents;
- (5) All addenda to the Original Procurement Bid and Contract Documents;
 - (6) All insurance requirements outlined in the Original Procurement Bid and Contract Documents;
 - (7) All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - (8) All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be true and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

unless such terms are expressly modified herein to conform to City-specific standards and requirements. All references to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Winter Haven, Florida," the "City Commission of the City of Winter Haven, Florida," specific City Departments, and the like or equivalent.

(b) The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids was published.

(c) To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the Original Procurement documents should control or where the City believes the other government's contract should control over the bid documents.

§ 3. Period of Performance; Renewal Periods.

The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **April 30, 2025**. This *Agreement* may be renewed for two (2) one-year terms as provided for in the Original Procurement Bid and Contract at the option of the City.

§ 4. Invoices.

Invoices for services shall be sent to: City of Winter Haven, P.O. Box 2277, Winter Haven, Florida 33883-227, or emailed to finance-AP@mywinterhaven.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

§ 5. Price for Services.

The City reserves the right to increase/decrease prices after this *Agreement* has been in place for the initial period when it is in the best interest of the City of Winter Haven. Increases/decreases may be determined utilizing an appropriate price index, if a price index is used in the customary transaction of business in the Vendor's industry and/or the customary transaction of government purchases in the City of Winter Haven, Polk County, or the State of Florida. Vendor agrees to notify the City if the Original Procuring Government takes an increase or decrease on prices for work performed or goods sold under the Original Procurement Bid and Contract and the basis for such increase or decrease.

§ 6. Sovereign Immunity; Limitation of Liability.

City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

§ 7. Public Records.

Pursuant to Florida law, if the Vendor is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FL 33881.

§ 8. Insurance and Indemnification.

The City's standard contract terms for insurance and indemnification as set forth in Exhibit 'A' are incorporated into this *Agreement* as if set forth herein in full. Conflicts between the City's standard contract terms for insurance and indemnification and the Original Procurement Bid and Contract shall be resolved as follows:

(a) *Insurance.* All provisions of this *Agreement* shall be construed harmoniously to provide the City with the maximum amount of insurance for the identified peril to be covered on the terms most favorable to the City. If a specific form, endorsement, basis or agreed-upon interpretation is identified in Exhibit 'A', that form, endorsement, basis or interpretation shall control. To the extent of any conflict between a particular minimum insurance amount identified in Exhibit 'A' to this *Agreement* and the minimum insurance amount required by the Original Procurement Bid and Contract for the same peril, the requirement which provides greater coverage to the City shall control.

(b) *Indemnification.* The indemnification provided by Vendor to the City in Exhibit 'A' to this *Agreement* shall be in addition to, and not in lieu of, any other remedy available to the City under this *Agreement*.

General Piggyback Purchasing Agreement

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Executed this ____ day of _____, 2023

By: _____
Name: _____
Title: _____

City of Winter Haven, Florida:

Executed this ____ day of _____, 2023

By: _____
T. Michael Stavres, City Manager

Attest:

Vanessa Castillo, City Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT 'A'
STANDARD INSURANCE AND INDEMNIFICATION EXHIBIT

Insurance Requirements – City of Winter Haven

The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Type I - Workers' Compensation Insurance

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) Part One: "Statutory"

- (ii) Part Two: \$1,000,000 Each Accident
 \$1,000,000 Disease-Policy Limit
 \$1,000,000 Disease-Each Employee

Type II - General Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
 - (i) Mold, fungus, or bacteria
 - (ii) Terrorism
 - (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 General Aggregate
 - (ii) \$1,000,000 Products/Completed Operations Aggregate
 - (iii) \$1,000,000 Personal and Advertising Injury
 - (iv) \$1,000,000 Each Occurrence

Type III - Automobile Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Type IV - Professional Liability Insurance

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 Each Claim/Occurrence
 - (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

Additional Requirements

- (a) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- (b) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.
- (c) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- (d) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- (e) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention

applicable to a claim against the Owner and Owner's officials, officers and employees.

- (f) Certificates of Insurance must be completed as follows:
1. Certificate Holder:
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881
 2. Additional Insured for General Liability:
City of Winter Haven and its officials, officers and employees

INDEMNIFICATION BY CONSULTANT/CONTRACTOR

- (a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- (b) The remedy provided to an indemnitee by Paragraph (a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- (c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- (d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- (e) The provisions herein are severable and if, for any reason, any one or more of such provisions shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision herein which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained herein.

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

May 5, 2023

Mr. Michael J. Carnevale
Public Works Director
City of Winter Haven
451 3rd Street NW
Winter Haven, FL 33883

Dear Mr. Carnevale:

We are pleased to offer our revised proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

STREET	FROM	TO	SQUARE YARDS	AMOUNT
CRESCENT LOOP	CRESCENT VIEW WAY	CRESCENT VIEW WAY	7,964	\$8,919.68
SUMMIT BLVD	CLAY RD	SUMMIT DR	957	\$1,071.84
SUMMIT DR	SUMMIT BLVD	SUMMIT PL	3,545	\$3,970.40
SUMMIT PL	SUMMIT DR	SUMMIT DR	2,720	\$3,046.40
SUMMIT DR	SUMMIT BLVD	SUMMIT PL	508	\$568.96
SUMMIT DR	SUMMIT PL	SUMMIT PL	4,402	\$4,930.24
CHANDLER DR	BESS LN	MICHAEL DR	1,126	\$1,261.12
CHANDLER DR	BESS LN	MICHAEL DR	1,577	\$1,766.24
MICHAEL DR	CHANDLER DR	BESS LN	967	\$1,083.04
SUMMIT CIR	END	SUMMIT CIR	3,558	\$3,984.96
6TH ST SE	AVE T SE	AVE Q SE	1,462	\$1,637.44
WEDGEWOOD DR SE	10TH ST SE	WEDGEWOOD AVE	1,217	\$1,363.04
2ND ST SE	STATE HWY 540	POST AVE SE	1,453	\$1,627.36
POST AVE SE	3RD ST SE	2ND ST SE	844	\$945.28
2ND ST SW	STATE HWY 540	POST AVE SW	1,473	\$1,649.76
6TH ST SE	AVE Q SE	PIEDMONT DR SE	892	\$999.04
10TH ST SE	WEDGEWOOD AVE	LOCHEN DR SE	1,030	\$1,153.60
EAGLE NEST VIEW DR	KIWI AVE	KIWI AVE	4,460	\$4,995.20

MARTIN AVE	N LAKE SHIPP DR	SHERIDAN ST SW	817	\$915.04
ROSELAWN ST SW	VIRGINIA DR SW	ROSELAWN ST SW	1,344	\$1,505.28
VIRGINIA DR SW	N LAKE SHIPP DR	ROSELAWN ST SW	981	\$1,098.72
AVE M SW	5TH ST SW	6TH ST SW	825	\$924.00
AVE M SE	9TH ST SE	8TH ST SE	1,437	\$1,609.44
AVE M SE	W LAKE OTIS DR SE	9TH ST SE	1,625	\$1,820.00
ROSELAWN ST SW	KENWOOD ST	VIRGINIA DR SW	1,369	\$1,533.28
ROSELAWN ST SW	15TH ST SW	KENWOOD ST	703	\$787.36
AVE L SW	8TH ST SW	END	857	\$959.84
AVE L SE	9TH ST SE	8TH ST SE	1,442	\$1,615.04
AVE L SE	LAKE OTIS DR	9TH ST SE	1,353	\$1,515.36
7TH ST SW	AVE L SW	AVE K SW	699	\$782.88
AVE K SW	6TH ST SW	7TH ST SW	896	\$1,003.52
5TH ST SW	AVE M SW	AVE K SW	1,376	\$1,541.12
1ST ST S	AVE O SE	AVE K SE	9,414	\$10,543.68
WALLACE MANOR LN	WALLACE MANOR LOOP	END	1,472	\$1,648.64
LAKE MARTHA DR E	AVE G NE	AVE H NE	1,162	\$1,301.44
LIME DR	EAGLE CREST BLVD	BUCKEYE RD NE	3,065	\$3,432.80
1ST ST S	AVE K SE	AVE J SE	2,379	\$2,664.48
AVE I SW	END	15TH ST SW	1,375	\$1,540.00
FOXBORO LN SW	FOXRIDGE RUN	FOXRIDGE RUN	1,041	\$1,165.92
LAKE HOWARD DR N	8TH ST NW	13TH ST NW	5,902	\$6,610.24
LAKE HOWARD DR N	13TH ST NW	14TH ST NW	1,437	\$1,609.44
LAKE HOWARD DR N	17TH ST NW	S LAKE CANNON DR	2,669	\$2,989.28
LAKE HOWARD DR N	14TH ST NW	N LAKE HOWARD DR	1,573	\$1,761.76
PILOT PL	JESSIE ST	RIDDLE RD N W	1,991	\$2,229.92
AVIATION DR NW	IDYLRIDGE DR	AVIATION DR	1,689	\$1,891.68
AVE I SE	6TH ST SE	5TH ST SE	1,941	\$2,173.92
6TH ST SE	AVE J SE	AVE I SE	949	\$1,062.88
AVE G SE	6TH ST SE	5TH ST SE	1,347	\$1,508.64
AVE G SE	W LAKE OTIS DR	6TH ST SE	2,385	\$2,671.20
6TH ST SE	AVE G SE	AVE F SE	812	\$909.44
6TH ST SE	AVE F SE	AVE E SE	876	\$981.12
AVE E SE	W LAKE OTIS DR	6TH ST SE	2,986	\$3,344.32
6TH ST SE	AVE E SE	AVE D SE	881	\$986.72
AVE D SW	US HWY 17	4TH ST SW	1,077	\$1,206.24
AVE D SE	W LAKE OTIS DR	6TH ST SE	2,771	\$3,103.52
LAKE MARTHA DR E	AVE E NE	AVE F NE	1,227	\$1,374.24
15TH ST NE	TWIN LAKE VIEW RD	EAGLE CREST BLVD	835	\$935.20
EAGLE CREST BLVD	LIME DR	15TH ST NE	1,097	\$1,228.64
EAGLE NEST VIEW DR	TWIN LAKE VIEW RD	EAGLE CREST BLVD	850	\$952.00

EAGLE CREST BLVD	15TH ST NE	EAGLE NEST VIEW DR	2,602	\$2,914.24
HAMLIN ST	LEMON AVE	EAGLE CREST BLVD	795	\$890.40
EAGLE CREST BLVD	EAGLE NEST VIEW DR	BUCKEYE RD NE	762	\$853.44
EAGLE CREST BLVD	HAMLIN ST	LIME DR	2,964	\$3,319.68
AVE C SE	2ND ST SE	AVE C SW	2,921	\$3,271.52
AVE C SE	4TH ST SE	2ND ST SE	2,961	\$3,316.32
AVE C SE	6TH ST SE	5TH ST SE	2,241	\$2,509.92
2ND ST SW	AVE C SW	MAGNOLIA AVE	922	\$1,032.64
1ST ST S	AVE C SE	STATE HWY 549	1,906	\$2,134.72
6TH ST SE	AVE C SE	AVE B SE	2,340	\$2,620.80
2ND ST SW	BATES AVE SW	AVE B SW	1,358	\$1,520.96
AVE B SE	6TH ST SE	5TH ST SE	2,036	\$2,280.32
4TH ST SW	AVE D SW	AVE B SW	3,359	\$3,762.08
MAGNOLIA AVE SW	AVE B SW	AVE B SW	239	\$267.68
6TH ST SE	AVE B SE	AVE A SE	1,224	\$1,370.88
AVE B SW	SW LAKE HOWARD DR	24TH ST SW	2,534	\$2,838.08
2ND ST SW	AVE B SW	AVE A SW	1,371	\$1,535.52
3RD ST SW	AVE B SW	AVE A SW	1,768	\$1,980.16
1ST ST S	AVE A SE	STATE HWY 542	2,420	\$2,710.40
3RD ST SW	AVE A SW	US HWY 17	1,338	\$1,498.56
6TH ST SE	AVE A SE	STATE HWY 542	1,435	\$1,607.20
4TH ST NW	W CENTRAL AVE	AVE A NW	1,962	\$2,197.44
AVE A NW	US HWY 17	4TH ST NW	1,260	\$1,411.20
5TH ST NW	5TH ST SW	AVE A NW	1,999	\$2,238.88
AVE A NW	4TH ST NW	4TH ST NW	215	\$240.80
AVE A NW	5TH ST NW	5TH ST SW	313	\$350.56
4TH ST NW	AVE A NW	AVE B NW	880	\$985.60
5TH ST NW	AVE A NW	AVE B NW	1,556	\$1,742.72
3RD ST NW	AVE B NW	AVE C NW	1,372	\$1,536.64
POPE AVE NW	AVE B NW	POPE AVE	2,352	\$2,634.24
6TH ST NE	AVE C NE	E LAKE MARTHA DR	709	\$794.08
AVE D NW	2ND ST NW	US HWY 17	2,035	\$2,279.20
AVE D NW	4TH ST NW	5TH ST NW	698	\$781.76
2ND ST NE	AVE D NE	AVE E NE	772	\$864.64
AVE E NE	2ND ST NE	1ST ST N	1,549	\$1,734.88
4TH ST NW	AVE D NW	AVE E NW	1,031	\$1,154.72
LAKE MARTHA DR E	AVE D NE	AVE E NE	856	\$958.72
MIRASOL DR	PEBBLE BEACH ST	TORREY PINES ST	685	\$767.20
MEADOW VIEW LN NE	MEADOWVIEW NE	BUCKEYE RD NE	1,087	\$1,217.44
OAKHURST DR	MUIRFIELD VILLAGE ST	BUCKEYE RD NE	1,140	\$1,276.80
MUIRFIELD VILLAGE ST	MIRASOL DR	OAKHURST DR	1,346	\$1,507.52

PEBBLE BEACH ST	MIRASOL DR	OAKHURST DR	1,491	\$1,669.92
OAKHURST DR	END	PEBBLE BEACH ST	427	\$478.24
OAKHURST DR	TORREY PINES ST	MUIRFIELD VILLAGE ST	684	\$766.08
TORREY PINES ST	MIRASOL DR	OAKHURST DR	1,491	\$1,669.92
AVE F NE	END	AVE F NW	1,015	\$1,136.80
LAKE MARTHA DR E	AVE F NE	AVE G NE	1,212	\$1,357.44
AVE I NE	W LAKE MARTHA DR NE	STATE HWY 549	1,044	\$1,169.28
AVE I NE	9TH ST NE	7TH ST NE	1,829	\$2,048.48
LAKE HOWARD DR NE	AVE H NW	S LAKE CANNON DR	1,282	\$1,435.84
LAKE MARTHA DR E	LAKE MARTHA DR	FAIRFAX ST NE	367	\$411.04
LAKE HOWARD DR N	16TH ST NW	17TH ST NW	2,155	\$2,413.60
LAKE HOWARD DR N	N LAKE HOWARD DR	16TH ST NW	1,842	\$2,063.04
KIWI AVE	EAGLE NEST VIEW DR	EAGLE NEST VIEW DR	843	\$944.16
KIWI AVE	15TH ST	EAGLE NEST VIEW DR	1,939	\$2,171.68
15TH ST NE	AVE K NE	15TH ST	971	\$1,087.52
KIWI AVE	EAGLE NEST VIEW DR	END	573	\$641.76
EAGLE NEST VIEW DR	KIWI AVE	LEMON AVE	818	\$916.16
LEMON AVE	15TH ST NE	EAGLE NEST VIEW DR	2,646	\$2,963.52
15TH ST NE	15TH ST	LEMON AVE	844	\$945.28
LEMON AVE	KUMQUAT CT	15TH ST NE	969	\$1,085.28
KUMQUAT CT	END	LEMON AVE	945	\$1,058.40
LEMON AVE	HAMLIN ST	KUMQUAT CT	2,817	\$3,155.04
EAGLE NEST VIEW DR	LEMON AVE	TWIN LAKE VIEW RD	851	\$953.12
TWIN LAKE VIEW RD	15TH ST NE	EAGLE NEST VIEW DR	2,410	\$2,699.20
15TH ST NE	LEMON AVE	TWIN LAKE VIEW RD	846	\$947.52
HAMLIN ST	LEMON AVE	LEMON AVE	831	\$930.72
TWIN LAKE VIEW RD	LEMON AVE	15TH ST NE	3,716	\$4,161.92
MIRASOL DR	MUIRFIELD VILLAGE ST	END	131	\$146.72
MIRASOL DR	TORREY PINES ST	MUIRFIELD VILLAGE ST	686	\$768.32
OAKHURST DR	PEBBLE BEACH ST	TORREY PINES ST	683	\$764.96
GUATEMALA BLVD	SAN SALVADORE CT	COLUMBIA DR	417	\$467.04
COLUMBIA DR	GUATEMALA BLVD	HONDURAS ST	573	\$641.76
NICARAGUA WAY NE	COLUMBIA DR	COLUMBIA DR	641	\$717.92
NICARAGUA WAY NE	COLUMBIA DR	NICARAGUA WAY	476	\$533.12
MICHELLE ST	END	JEWETT ST	854	\$956.48
MICHELLE ST	JEWETT ST	ROBERTA DR	1,105	\$1,237.60
SOPHIA BLVD	ROSE BLVD	JEWETT ST	447	\$500.64
ROSE BLVD	SOPHIA BLVD	SOPHIA BLVD	2,707	\$3,031.84
MARTY DR NE	WARE AVE	MARTY CT NE	562	\$629.44
TOWHEE RD	TOWHEE RD	PLOVER ST	1,839	\$2,059.68
MARTY CT NE	END	MARTY DR NE	438	\$490.56

MARTY DR NE	MARTY CT NE	AVE Y NE	242	\$271.04
TOWHEE RD	TOWHEE RD	PLOVER ST	4,115	\$4,608.80
TOWHEE RD	TOWHEE RD	SANDERLING DR	3,586	\$4,016.32
MARY JEWETT CIR NE	N SWAN CT NE	MARY JEWETT CIR	4,110	\$4,603.20
TREMA AVE	TREMA DR	ROCHELLE DR	416	\$465.92
TREMA AVE	ROCHELLE DR	SHUMARD ST	733	\$820.96
ROCHELLE DR	STATE HWY 544	TREMA AVE	938	\$1,050.56
TREMA AVE	SHUMARD ST	ROCHELLE DR	760	\$851.20
SHUMARD ST	TREMA AVE	ROCHELLE DR	1,347	\$1,508.64
BRENTON MANOR AVE	BRENTON MANOR LN	BRENTON MANOR AVE	381	\$426.72
OLD LUCERNE PARK RD	WESTCHESTER DR	SIOUX DR	1,076	\$1,205.12
LUCERNE LOOP RD	E LAKE LUCERNE RD	E LAKE LUCERNE RD	7,096	\$7,947.52
OLD LUCERNE PARK RD	ROYAL HILL BLVD	E LAKE LUCERNE RD	4,317	\$4,835.04
ROYAL HILLS DR	ROYAL HILLS CIR	ROYAL HILLS CIR	2,426	\$2,717.12
ROYAL HILLS CIR	ROYAL HILLS ST	ROYAL HILLS ST	4,008	\$4,488.96
WINDRIDGE DR	END	WINDRIDGE DR	6,953	\$7,787.36
OLD LUCERNE PARK RD	LAKE HENRY DR	E LUCERNE PARK RD	2,081	\$2,330.72
14TH ST NE	AVE K NE	KIWI AVE	962	\$1,077.44
FOX RIDGE RUN SW	AVE N SW	FOXRIDGE RUN	957	\$1,071.84
FOX RIDGE RUN SW	FOXRIDGE RUN	FOXBORO LN SW	1,810	\$2,027.20
FOX RIDGE RUN SW	FOXBORO LN SW	FOXBORO LN SW	3,096	\$3,467.52
15TH ST SW	AVE H SW	LAKE HOWARD DR	1,554	\$1,740.48
AVE I NE	9TH ST NE	7TH ST NE	1,829	\$2,048.48
FOX RIDGE RUN SW	FOXRIDGE RUN	FOXBORO LN SW	607	\$679.84

SUBTOTAL		278,212	\$311,597.44
Mobilization Charge			\$2,000.00
Maintenance of Traffic	\$1,150 per day for 11 days		<u>\$12,650.00</u>
GRAND TOTAL			\$326,247.44

The above unit prices are in accordance with the Polk County contract specifications.

Actual field measurements will determine final quantities.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,



Chris Evers

cevers@pavetechinc.com

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 4, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Public Works Director
Brittany Hart, Assistant Public Works Director

SUBJECT: Piggyback Agreement with Holbrook Asphalt LLC for Pavement Preservation Services

BACKGROUND:

The City's pavement preservation program identified three main tools for making long-term improvements of City roadways. Those tools are, traditional milling and filling of very bad roads, micro-surfacing of roads that are still in decent condition, and rejuvenation of roads.

Since developing that toolbox, a new product has come onto the market called HA5 which fills a niche for pavement preservation between micro-surfacing and rejuvenation. In an effort to explore this product's applicability and make an improvement to City infrastructure in the process. City staff identified the Chain of Lakes Trail as a prime candidate on which to try this product. It will provide some needed preservation to the trail, while helping the City determine how this tool fits into its larger strategy for pavement management.

The City of Wildwood issued a Request for Proposals RFP 2022-01 High Density Bond/Ha5 Asphalt Surface treatments and awarded a contract to Holbrook Asphalt LLC (St. George, UT). The City's Procurement Manager has vetted the Wildwood solicitation / contract and approved the piggybacking of same.

FINANCIAL IMPACT:

The attached General Piggyback Purchasing Agreement provides access to the City of Wildwood's rates for the term of their contract and subsequent renewals. The pilot project cost is \$73,617 to be paid from the City's transportation fund.

RECOMMENDATION:

Staff recommends the City Commission approve the General Piggyback Purchasing Agreement and authorize the City Manager or his designee to take all actions necessary to implement this initiative.

ATTACHMENTS:

General Piggyback Purchasing Agreement
Holbrook Asphalt City of Winter Haven Quote/Proposal

GENERAL PIGGYBACK PURCHASING AGREEMENT

This *General Piggyback Purchasing Agreement* (the “*Agreement*”) is made by and between the City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, FL 33881 (the “*City*”), and:

Holbrook Asphalt, LLC
1545 E. Commerce Dr.
St. George, UT 84790

(the “*Vendor*”).

WITNESSETH:

WHEREAS, on February 28, 2022, the **City of Wildwood**, (the “Original Procuring Government”) awarded **RFP 2022-01 High Density Mineral Bond/Ha5 Asphalt Surface Treatments**, to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is on file with the City’s Procurement Manager and incorporated herein by reference (the “Original Procurement Bid and Contract”); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

§ 1. Incorporation of Recitals.

The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

§ 2. Terms of Agreement; Purchasing Authority.

(a) This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in the Original Procurement Bid and Contract documents, specifically including:

- (1) All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
- (2) All special conditions of the Original Procurement Bid and Contract Documents;
- (3) All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- (4) All specifications, scopes of services, and/or descriptions of goods

- to be sold contained in the Original Procurement Bid and Contract Documents;
- (5) All addenda to the Original Procurement Bid and Contract Documents;
 - (6) All insurance requirements outlined in the Original Procurement Bid and Contract Documents;
 - (7) All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - (8) All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be true and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

unless such terms are expressly modified herein to conform to City-specific standards and requirements. All references to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Winter Haven, Florida," the "City Commission of the City of Winter Haven, Florida," specific City Departments, and the like or equivalent.

(b) The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids was published.

(c) To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the Original Procurement documents should control or where the City believes the other government's contract should control over the bid documents.

§ 3. Period of Performance; Renewal Periods.

The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, and the first one-year renewal, **March 1, 2024**. This *Agreement* may be renewed on an annual basis for additional consecutive one year periods, if agreed to in writing by both parties at least 60 days prior to the expiration date of the Agreement.

§ 4. Invoices.

Invoices for services shall be sent to: City of Winter Haven, P.O. Box 2277, Winter Haven, Florida 33883-227, or emailed to finance-AP@mywinterhaven.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

§ 5. Price for Services.

The City reserves the right to increase/decrease prices after this *Agreement* has been in place for the initial period when it is in the best interest of the City of Winter Haven. Increases/decreases may be determined utilizing an appropriate price index, if a price index is used in the customary transaction of business in the Vendor's industry and/or the customary transaction of government purchases in the City of Winter Haven, Polk County, or the State of Florida. Vendor agrees to notify the City if the Original Procuring Government takes an increase or decrease on prices for work performed or goods sold under the Original Procurement Bid and Contract and the basis for such increase or decrease.

§ 6. Sovereign Immunity; Limitation of Liability.

City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

§ 7. Public Records.

Pursuant to Florida law, if the Vendor is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FL 33881.

§ 8. Insurance and Indemnification.

The City's standard contract terms for insurance and indemnification as set forth in Exhibit 'A' are incorporated into this *Agreement* as if set forth herein in full. Conflicts between the City's standard contract terms for insurance and indemnification and the Original Procurement Bid and Contract shall be resolved as follows:

(a) *Insurance.* All provisions of this *Agreement* shall be construed harmoniously to provide the City with the maximum amount of insurance for the identified peril to be covered on the terms most favorable to the City. If a specific form, endorsement, basis or agreed-upon interpretation is identified in Exhibit 'A', that form, endorsement, basis or interpretation shall control. To the extent of any conflict between a particular minimum insurance amount identified in Exhibit 'A' to this *Agreement* and the minimum insurance amount required by the Original Procurement Bid and Contract for the same peril, the requirement which provides greater coverage to the City shall control.

(b) *Indemnification.* The indemnification provided by Vendor to the City in Exhibit 'A' to this *Agreement* shall be in addition to, and not in lieu of, any other remedy available to the City under this *Agreement*.

General Piggyback Purchasing Agreement

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Executed this ____ day of _____, 2023

By: _____
Name: _____
Title: _____

City of Winter Haven, Florida:

Executed this ____ day of _____, 2023

By: _____
T. Michael Stavres, City Manager

Attest:

Vanessa Castillo, City Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT 'A'
STANDARD INSURANCE AND INDEMNIFICATION EXHIBIT

Insurance Requirements – City of Winter Haven

The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Type I - Workers' Compensation Insurance

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) Part One: "Statutory"
 - (ii) Part Two: \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit

\$1,000,000 Disease-Each Employee

Type II - General Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
 - (i) Mold, fungus, or bacteria
 - (ii) Terrorism
 - (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 General Aggregate
 - (ii) \$1,000,000 Products/Completed Operations Aggregate
 - (iii) \$1,000,000 Personal and Advertising Injury
 - (iv) \$1,000,000 Each Occurrence

Type III - Automobile Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Type IV - Professional Liability Insurance

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an

occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000 Each Claim/Occurrence
- (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

Additional Requirements

- (a) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- (b) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.
- (c) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- (d) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- (e) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.
- (f) Certificates of Insurance must be completed as follows:
 - 1. Certificate Holder:
City of Winter Haven
451 Third Street, N.W.

Winter Haven, FL 33881

2. Additional Insured for General Liability:
City of Winter Haven and its officials, officers and employees

INDEMNIFICATION BY CONSULTANT/CONTRACTOR

- (a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- (b) The remedy provided to an indemnitee by Paragraph (a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- (c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- (d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- (e) The provisions herein are severable and if, for any reason, any one or more of such provisions shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision herein which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained herein.



Project Location	Proposal #	Date Issued	PO/LD #
City of Winter Haven Ave L NW Walking Trail Winter Haven FL 33881	HAU945725	9/1/2022	

Terms
Due Upon Completion

Adviser Information
Steve Wallace
P: 513-500-4722 | E:

Description
HA5 Installation

Bill To
City of Winter Haven
451 Third Street NW
Winter Haven FL 33881

Item	Quantity	UM	Rate	Amount
HA5 Mobilization and setup	1	Ea	9,660.00	9,660.00
Crack Repair - Elastomere Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/4 inch.	1,500	LIFt	1.50	2,250.00
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	17,886	SqYd	3.45	61,706.70
Paint/Stripe Edging of all vegetation along paved trail to be completed by others prior to installation Any asphalt repairs/patching to be completed by others Pavement markings upon completion to be completed by others	1	Ea	0.00	0.00
			Total	\$73,616.70

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**



Date	Number
9/1/2022	HAUB08867

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work. Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing as incurred and will be due on receipt. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU945725 - HA5 Installation (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023**

DATE: May 4, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Public Works Director
Brittany Hart, Assistant Public Works Director
Mike Campbell, Streets/Drainage/Traffic Superintendent
Mohendra Sriram, Streets/Drainage/Traffic Assistant Superintended

SUBJECT: Sidewalk Rehabilitation Pilot Project

BACKGROUND:

In the pursuit of excellence, City staff began researching ways to further enhance the sidewalk rehabilitation program. In that search, they found American Sidewalk Management, LLC a specialist company in its field, which will allow the City to take a more proactive approach in the care and safety of its pedestrian spaces. Furthermore, it presents the City with an opportunity to improve its infrastructure and enhance the quality of life for its citizens. They provide a service which will repair trip hazards and collate data on sidewalk conditions simultaneously. This will allow the City to enhance its capacity to efficiently improve safety in pedestrian corridors.

The service provided by American Sidewalk Management will include use of a specialized sidewalk grinder to remove up to 100 trip hazards a day with a minimal impact to surrounding residents and business's due to a patented low noise and dust free system. While repairs are being made, data reports will be collected throughout the surrounding area on current sidewalk conditions.

The initiative aligns with several of the City's values, including integrity, financial stewardship, and visionary leadership. It also aligns with several of the City's pillars, including quality of life, community safety, infrastructure, and economic sustainability. With over 80 miles of sidewalk throughout the City, this service will provide the City with another tool to maintain existing City infrastructure in a very efficient way.

American Sidewalk Management is currently under contract with the City of Orlando, and the City of Winter Haven can piggyback this agreement. If approved, the contract, would go into effect August 1, 2023, will last for one year or until designated funds are expended with options for renewal. This is a pay as you go model where the City only pays per repair made. The investment planned for the pilot project is \$75,000.

FINANCIAL IMPACT:

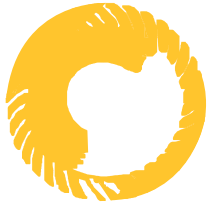
The investment to maintain and improve sidewalk infrastructure using American Sidewalk Management, LLC is up \$75,000 to be paid from the Transportation fund.

RECOMMENDATION:

Staff recommends the City Commission Authorize the City Manager or his designee to take all actions necessary to complete the initiative.

ATTACHMENTS:

American Sidewalk Management Proposal
General Piggyback Purchasing Agreement



**AMERICAN
SIDEWALK
MANAGEMENT**

Proactive Sidewalk Remediation Proposal





OVERVIEW

Established in 2012, American Sidewalk Management (ASM) offers a proactive sidewalk trip hazard removal service. Our primary goal is to reduce costs and liability for cities and municipalities.

BENEFITS OF OUR SYSTEM

- All hazard removal meets the change of gradient and slip resistance standards for pedestrian surfaces as required by the Americans with Disabilities Act (ADA) and Occupations Safety and Health Administration (OSHA).
- Proactive removal of trip hazards creates a significantly safer environment for pedestrians, which in return reduces trip and fall claims from residents. ASM has proven results of reducing trip and fall claims by greater than 90%.
- Extremely cost-effective compared to other trip hazard removal techniques and, therefore, displays conscious spending to tax-paying residents.
- Fast. Able to remove up to 100 trips hazards per day.
- Dust-free process provided by our proprietary vacuum technology.
- Water-free process eliminates potential for excess waste and spills.
- General service provides a full survey of sidewalks for cities to reference. This includes sub-meter accurate GPS coordinates that are GIS compatible.

**UTILIZE A
PROACTIVE
TRIP HAZARD
REMOVAL
SERVICE**



**OUR SYSTEM
HAS BEEN
ADOPTED BY
OVER 250
CITIES**

Our system has been adopted by over 250 cities throughout the United States. As a result, cities have reported reduced rates of litigation in terms of trip and fall incidents as well as the ability to stretch their maintenance budget. In addition, ASM is fully insured and trained to meet high standards of quality, safety, pedestrian management, and record keeping.

This document outlines our proposed service and includes our work methodology, advantages in utilizing our system, and our pricing.



METHODOLOGY

American Sidewalk Management's system is designed to be utilized as a proactive system for the removal of sidewalk trip hazards.

SCHEDULING OF WORKS

Our model is based on removing all hazards in a neighborhood above a minimum height threshold. Most cities work to comply with the minimum standard of 1/4" set by the ADA. While our system can remove any height of hazard, we suggest an upper limit of 2" (depending on the thickness of the concrete). If a trip hazard is larger than 2" it is detailed in our weekly reports as "identified for removal & replacement" so cities can respond with the appropriate remedial action (a service we can also provide). It should be noted that trip hazards on sidewalks do not need to be identified, cities can simply set the parameters of the sidewalk trip hazards that are to be removed, i.e. 1/4" - 2".

In any given week the total number of linear feet of trip hazards removed can vary. Factors that affect total output include weather, hardness of concrete, distance between each hazard, and pedestrian volume. Our system is capable of achieving anywhere between 1,500 and 2,000 linear feet in a week, meaning 350-500 trip hazards can be removed per week from city sidewalks depending on the width of the sidewalk.

REACTIVE WORK & ADDITIONAL SERVICES

Our linear foot rate is based on the proactive removal of trip hazards, meaning our crew works up and down adjoining streets undertaking the removal of all trip hazards within those streets. However, occasionally there is a need to use our technology for an additional service or to remove a trip hazard at a different location. Our technology is ideal to fix issues that have been difficult to resolve until now and, therefore, can be used for removal of these one-off hazards (reactive removal).

ENVIRONMENTALLY FRIENDLY

Our system is environmentally friendly and can operate adjacent to fences, walls, and the roadside without the risk of damaging or adversely affecting residents or their property.

DUST-FREE

A powerful proprietary vacuum removes all airborne dust.

WATER-FREE

No water is used; therefore issues concerning concrete waste in sewer drains are avoided.

WASTE RECYCLING

We partner with local agencies to recycle 100% of the concrete dust that we collect.

NOISE-MINIMIZING

Noise is the only environmental impact that we produce. It is minimized due to the speed of our system so that we are not outside any one location for more than 10 minutes. It has been measured at 73 decibels at 10 feet.

QUALITY CONTROL

Our system meets the OSHA slip resistance measurement of existing pedestrian surfaces. It leaves a surface that does not become slippery when wet. The system also meets the gradient of slope standard of 1:12 that is required by the ADA. Our quality manual has processes in place regarding quality audits and systems and we also have all applicable health and safety, traffic management, and other policies and procedures in place.

REPORTING

Our sidewalk reports are emailed to cities at the end of each week. The report will be delivered in the form of an Excel spreadsheet and Trimble GPS data that will highlight the location of each trip hazard as identified by GPS coordinates, street name, and house number, as well as the linear width of each trip hazard removed. It also highlights any trip hazards or other serious hazards that were unable to be remedied.

These reports have proven to be a valuable surveying tool for cities that have utilized the system as they can prioritize remedial action after we have removed the majority of sidewalk trip hazards.



**UTILIZE A
DUST-FREE
TECHNOLOGY
THAT
RECYCLES
ALL WASTE**

**GIS COMPATIBLE
REPORTS
PROVIDE GPS
COORDINATES
WITH SUB-METER
ACCURACY**



TECHNOLOGY

INNOVATIVE EQUIPMENT

Our proprietary equipment is only available to cities through American Sidewalk Management. The advantages of utilizing our equipment are:

- ASM meets the standards required by the ADA for slip resistance and surface gradient.
- ASM trip hazard removal is dust-free and water-free.
- ASM has a minimum of 2 persons on-site at all times to increase safety of the crew and surrounding pedestrians.
- ASM trip hazard removal is very fast to ensure we are causing minimum disruption while we operate, particularly in commercial areas with high pedestrian traffic.
- In addition to being effective and sustainable, ASM's state of the art machinery aligns with your cities' standard of excellence as we represent your city in the community.



SERVICES

TRIP HAZARD REMOVAL VIA GRINDING

ASM uses proprietary equipment to remove up to 100 trip hazards per day. This service is our most efficient and cost-effective offering.

TRIP HAZARD REMOVAL VIA CUTTING

For cities where aesthetics are a critical part of infrastructure management, ASM offers cutting services to leave a precise, clean finish.

REMOVAL & REPLACEMENT

For locations that cannot be remediated via grinding or cutting, we offer removal & replacement of the slab to make 100% of your sidewalks safe.

PRICING: SIDEWALK LINEAR FOOT RATE

Our rates are based on a linear foot of trip hazard removal, regardless of the height of the trip hazard. An extremely competitive tiered costing structure applies based on linear feet per project, but typically ranges from \$6.45 - \$9.95 per linear foot.



THE NEXT STEP

I trust that the information contained in this proposal meets with your approval. Should you require further information, please do not hesitate to contact American Sidewalk Management at 888-556-7344.

Regards,

JOEL VAN VEEN

President, American Sidewalk Management

AMERICAN
SIDEWALK

GENERAL PIGGYBACK PURCHASING AGREEMENT

This *General Piggyback Purchasing Agreement* (the “*Agreement*”) is made by and between the City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, FL 33881 (the “*City*”), and:

American Grinding Company, LLC d/b/a
American Sidewalk Management
1425 Coit Ave NE, Suite #200
Grand Rapids, MI 49505

(the “*Vendor*”).

WITNESSETH:

WHEREAS, on **April 27, 2023**, **City of Orlando** (the “*Original Procuring Government*”) awarded **IFB23-0119, Sidewalk Inspection, Grinding, Removal & Repairs** to *Vendor* for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is on file with the *City’s* Procurement Manager and incorporated herein by reference (the “*Original Procurement Bid and Contract*”); and

WHEREAS, the *City* is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the *Original Procurement Bid and Contract*; and

WHEREAS, the *Vendor* is willing to provide “piggyback” services and/or goods to the *City* on the same terms and conditions as those offered to *Original Procuring Government*, as outlined in the *Original Procurement Bid and Contract* documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the *City* and *Vendor* agree as follows:

§ 1. Incorporation of Recitals.

The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

§ 2. Terms of Agreement; Purchasing Authority.

(a) This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in the *Original Procurement Bid and Contract* documents, specifically including:

- (1) All instructions to bidders and general information in the *Original Procurement Bid and Contract Documents*;
- (2) All special conditions of the *Original Procurement Bid and Contract Documents*;
- (3) All definitions of terms contained in the *Original Procurement Bid and Contract Documents*;
- (4) All specifications, scopes of services, and/or descriptions of goods

- to be sold contained in the Original Procurement Bid and Contract Documents;
- (5) All addenda to the Original Procurement Bid and Contract Documents;
 - (6) All insurance requirements outlined in the Original Procurement Bid and Contract Documents;
 - (7) All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
 - (8) All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be true and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

unless such terms are expressly modified herein to conform to City-specific standards and requirements. All references to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Winter Haven, Florida," the "City Commission of the City of Winter Haven, Florida," specific City Departments, and the like or equivalent.

(b) The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids was published.

(c) To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the Original Procurement documents should control or where the City believes the other government's contract should control over the bid documents.

§ 3. Period of Performance; Renewal Periods.

The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **July 30, 2024**. The Original Procurement Bid and Contract provides for **four (4) one-year** renewal periods or extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

§ 4. Invoices.

Invoices for services shall be sent to: City of Winter Haven, P.O. Box 2277, Winter Haven, Florida 33883-227, or emailed to finance-AP@mywinterhaven.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

§ 5. Price for Services.

The City reserves the right to increase/decrease prices after this *Agreement* has been in place for the initial period when it is in the best interest of the City of Winter Haven. Increases/decreases may be determined utilizing an appropriate price index, if a price index is used in the customary transaction of business in the Vendor's industry and/or the customary transaction of government purchases in the City of Winter Haven, Polk County, or the State of Florida. Vendor agrees to notify the City if the Original Procuring Government takes an increase or decrease on prices for work performed or goods sold under the Original Procurement Bid and Contract and the basis for such increase or decrease.

§ 6. Sovereign Immunity; Limitation of Liability.

City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

§ 7. Public Records.

Pursuant to Florida law, if the Vendor is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law.

- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FL 33881.

§ 8. Insurance and Indemnification.

The City's standard contract terms for insurance and indemnification as set forth in Exhibit 'A' are incorporated into this *Agreement* as if set forth herein in full. Conflicts between the City's standard contract terms for insurance and indemnification and the Original Procurement Bid and Contract shall be resolved as follows:

(a) *Insurance.* All provisions of this *Agreement* shall be construed harmoniously to provide the City with the maximum amount of insurance for the identified peril to be covered on the terms most favorable to the City. If a specific form, endorsement, basis or agreed-upon interpretation is identified in Exhibit 'A', that form, endorsement, basis or interpretation shall control. To the extent of any conflict between a particular minimum insurance amount identified in Exhibit 'A' to this *Agreement* and the minimum insurance amount required by the Original Procurement Bid and Contract for the same peril, the requirement which provides greater coverage to the City shall control.

(b) *Indemnification.* The indemnification provided by Vendor to the City in Exhibit 'A' to this *Agreement* shall be in addition to, and not in lieu of, any other remedy available to the City under this *Agreement*.

General Piggyback Purchasing Agreement

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Executed this ____ day of _____, 2023

By: _____
Name: _____
Title: _____

City of Winter Haven, Florida:

Executed this ____ day of _____, 2023

By: _____
T. Michael Stavres, City Manager

Attest:

Vanessa Castillo, City Clerk

Approved as to Form and Legal Sufficiency:

Frederick J. Murphy, Jr., City Attorney

EXHIBIT 'A'
STANDARD INSURANCE AND INDEMNIFICATION EXHIBIT

Insurance Requirements – City of Winter Haven

The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

- (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Type I - Workers' Compensation Insurance

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) Part One: "Statutory"

- (ii) Part Two: \$1,000,000 Each Accident
 \$1,000,000 Disease-Policy Limit
 \$1,000,000 Disease-Each Employee

Type II - General Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
 - (i) Mold, fungus, or bacteria
 - (ii) Terrorism
 - (iii) Sexual molestation

- (b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 General Aggregate
 - (ii) \$1,000,000 Products/Completed Operations Aggregate
 - (iii) \$1,000,000 Personal and Advertising Injury
 - (iv) \$1,000,000 Each Occurrence

Type III - Automobile Liability Insurance

- (a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Type IV - Professional Liability Insurance

- (a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:
 - (i) \$1,000,000 Each Claim/Occurrence
 - (ii) \$1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed \$5,000 per claim.

Additional Requirements

- (a) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.
- (b) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.
- (c) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.
- (d) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.
- (e) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention

applicable to a claim against the Owner and Owner's officials, officers and employees.

- (f) Certificates of Insurance must be completed as follows:
1. Certificate Holder:
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881
 2. Additional Insured for General Liability:
City of Winter Haven and its officials, officers and employees

INDEMNIFICATION BY CONSULTANT/CONTRACTOR

- (a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.
- (b) The remedy provided to an indemnitee by Paragraph (a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- (c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.
- (d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.
- (e) The provisions herein are severable and if, for any reason, any one or more of such provisions shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision herein which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained herein.

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
MAY 22, 2023**

DATE: May 10, 2023

TO: Honorable Mayor and City Commissioners

VIA: T.Michael Stavres, City Manager
M.J. Carnevale, Public Works Director
Dustin W. Everitt, Natural Resources Manager

FROM: Savannah Winstanley, Ecosystem & Asset Analyst

SUBJECT: Florida Forest Service Urban & Community Forestry Inflation Reduction Act for Urban Forest Management

BACKGROUND:

The City of Winter Haven's urban forest is a living breathing part of the community which provides tangible benefits to the City's quality of life, providing just under \$100,000 of quantifiable annual benefits. A recent inventory completed in 2020 revealed that this resource has been declining over the past 10 years, with more necessary removals slated for the near future, the result of which will be a significant loss in the total benefits cited above. Given this, it is pivotal that the City implement a proactive management plan to address urban forest losses gradually and systematically. This can prevent further loss and more drastic and expensive measures down the road. To ensure a healthy urban canopy long term this should be coupled with a planting strategy.

To address this need for improved urban forest management, the City of Winter Haven has completed a new public tree inventory, planting space inventory, and developed a draft Urban Forest Management Plan (UFMP) that covers planting, maintenance, and other recommendations for the City's urban forest, with funding assistance from the Florida Forest Service's Urban & Community Forestry Grant program. Because of this work, the City now has a template for planting and maintenance that will enhance and improve the urban forest asset.

To complete this work would be a significant investment from the City. However, a new funding opportunity from the Inflation Reduction Act that has been allocated to Urban & Community Forestry via the Florida Forest Service, offers match funding for planting, pruning and maintenance as part of a coordinated effort for improving, and enhancing an equitable urban forest. This is a 5-year grant term, with a minimum funding of \$100,000, that will provide match funding for the City's existing urban forest management budget, and greatly reduce the cost of investment for maintaining and improving this important asset. With the Commission's approval, the City would submit an application to this grant program for a \$600,000 5-year

Urban Forest Management Plan implementation project that would use a continuing services contractor to perform the priority removals, and replanting activities recommended in the Draft UFMP that will reestablish the urban forest's health and put the City on track for a proactive, routine maintenance cycle that will lower costs once priority tasks are completed (see estimated maintenance budget table attached to this fact sheet).

FINANCIAL IMPACT:

The total project cost is anticipated to be \$600,000 over 5-years, with 50% (\$300,000) reimbursable match from the Florida Forest Service Urban & Community Forestry IRA grant. The City's match of \$300,000 (\$60,000 annual to be paid over 5 years) will be come from funding allocated for urban forest management within the Streets budget.

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to pursue an application for the Urban & Community Forestry IRA Grant program, and take any action incidental and necessary therto.

ATTACHMENTS:

Urban & Community Forestry Inflation Reduction Act Funding Opportunity Fact Sheet
Urban Forest Management Plan Excerpts

- Maintenance and Planting Work Recommendations



USDA Forest Service Urban & Community Forestry Inflation Reduction Act Notice of Funding Opportunity (NOFO)

SUMMARY INFORMATION

Federal Awarding Agency Name: U.S. Department of Agriculture – Forest Service (FS) Urban and Community Forestry Program.

Notice of Funding Opportunity Title: Inflation Reduction Act – Urban and Community Forestry

Notice of Funding Opportunity Number: USDA-FS-2023-UCF-IRA-01 Grants.gov
<https://www.grants.gov/web/grants/home.html>

Assistance Listing: This program is listed in the Assistance Listings on [Sam.gov](https://www.sam.gov) under [10.727 Inflation Reduction Act – Urban & Community Forestry](#)

SAM.gov Registration: All applicants must have an active registration at sam.gov and maintain active registration throughout the life of the award. This is the government-wide web-based system that supports all contracts, grants, and the electronic payment system. This requirement for registration may be found at 2 CFR 25.200.

Notice of Funding Opportunity Summary

Inflation Reduction Act of 2022, Public Law No: 117-169. Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs, (2) Urban and Community Forestry (2022-2031) to provide multiyear, programmatic, competitive grants for tree planting and related activities, with a priority for projects that benefit underserved populations and areas through the Urban and Community Forestry Assistance program established under section 9(c) of the Cooperative Forestry Assistance Act Of 1978 (16U.S.C.2105(c))

Key Dates

Applicant materials can be found by searching for this funding opportunity through Grants.gov. Search for grant Opportunity Number USDA-FS-2023-UCF-IRA 01. Applications will be submitted through the UCF Online Grant Portal. All application materials must be received by **11:59 pm Eastern Time on June 1, 2023**.

For inquiries specific to the content of the NOFO requirements, contact the following shared inbox: SM.FS.UCF_IRA@usda.gov). Please limit questions to those regarding specific information contained in

this NOFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility, or the merits of a specific proposal will not be addressed.

Information on available pre-award webinars and other supporting information for this funding opportunity will be posted at: <https://www.fs.usda.gov/managing-land/urban-forests/ucf>

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PROGRAM DESCRIPTION

Legislative Authority and Funding Priorities

Subtitle D, Sec. 23003 (a). State and Private Forestry Conservation Programs - Appropriations:

\$1,500,000,000 to provide multiyear, programmatic, competitive grants to a State agency, a local governmental entity, an agency or governmental entity of the District of Columbia, an agency or governmental entity of an insular area (as defined in section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103)), an Indian Tribe, or a nonprofit organization.

Urban and Community Forestry (UCF) is a covered program under the Agency's [Justice40 Initiative](#) established through Executive Order 13985. To advance the mission of Justice40, proposals that deliver 40% of the benefits of IRA investments through established partnerships with local organizations working to support disadvantaged communities experiencing low tree canopy and environmental justice will receive priority consideration.

USDA is a partner on the Interagency [Memorandum of Understanding \(MOU\) on Promoting Equitable Access to Nature in Nature-Deprived Communities](#), which seeks to reduce the number of people without access to parks and nature in their communities. The [America the Beautiful Initiative](#) supports the prioritization of locally led conservation and park projects in communities that disproportionately lack access to nature and its benefits.

FEDERAL AWARD INFORMATION

Available Funding

A. Estimated Funding

The USDA Forest Service may provide up to \$1 Billion for Urban and Community Forestry investments through this opportunity (based on availability of funding, the quality of applications received, agency priorities, and other applicable considerations).

B. Performance Period

All funding agreements will be for a period of 5 years. All activities and expenses must be completed within 5 years of award. Funding agreements will not be extended beyond 5 years.

Note: Recipients will be expected to implement and demonstrate measurable progress within 12 months of award.

C. Amount of Awards

The USDA Forest Service welcomes proposals spanning a broad range of costs from eligible entities working at a community, regional and national scale. The *minimum* Federal funding amount for projects is \$100,000. The *maximum* Federal funding limit is \$50,000,000.

D. Additional Funding

FS may at its discretion, increase the total level of funding available in this funding round or in any category in this funding round from any available source provided the awards meet the requirements of the statute which made the funding available to the agency.

Eligibility Information

Projects must conform to laws and authorities in the [Cooperative Forestry Assistance Act \(Section 9. \[16 U.S.C. 2105\] Urban and Community Forestry Assistance](#).

Costs must conform to [2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#).

A. Who Can Apply

Entities eligible to apply for funding under this NOFO include:

- State government entity
- Local government entity
- Agency or governmental entity of the District of Columbia

- Agency or governmental entity of an insular area (as defined in section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977 (7 U.S.C. 3103))
- Federally Recognized Tribes, Alaska Native Corporations/villages, and Tribal organizations as defined in 25 USC 5304 (I) and operating within the United States, or its territories
- Non-profit organizations
- Public and State-controlled institutions of higher education
- Community Based Organization

Applicants that include contributing partners must clearly describe the relationship between the applicant and the “partner(s).” Partner organizations from disadvantaged communities must be full partners in the project. A letter of commitment is required to be submitted by each contributing partner.

B. Eligible Lands

Eligible applicants may apply for funding for a project to be conducted on non-Federal lands such as:

- State and local government,
- Homeowner associations,
- Private lands, and
- Tribal/Alaska native corporation (includes Trust lands).

Lands owned or administered by the federal government are not eligible for this funding opportunity except for lands held in trust for Native American Tribes and individuals (hereinafter Trust lands).

C. Eligible Uses of Funding

1. Examples of eligible activities include projects that:
 - a. Foster individuals, groups, and organizations in the communities served to become engaged participants in urban forest planning, planting, and management, especially those in disadvantaged communities that do not have adequate resources to install or maintain green infrastructure or are underrepresented.
 - b. Protect, enhance, and expand equitable urban tree canopy cover to maximize community access to human health, social, ecological, and economic benefits particularly in disadvantaged and nature-deprived communities experiencing low tree canopy cover, extreme heat and frequent flooding. Improve and increase access to parks and nature in communities.
 - c. Encourage long-term urban forest planning, assessment, and management.
 - d. Encourage proactive and systematic maintenance and monitoring of urban trees and forested natural areas to improve forest health; assess risk to forests from pests, disease, and adverse climate impacts; and formulate adaptive management strategies to improve forest resilience.

- e. Advance the use of tree and forest inventories, monitoring, and assessment tools in priority areas, including monitoring and measurement of extreme heat.
 - f. Improve preparation for severe storms and the recovery of damaged or deteriorated landscapes to more healthy and resilient conditions.
 - g. Protect, enhance and increase access to watersheds in urban and developing areas with a focus on conserving and managing forest patches, and green stormwater infrastructure.
 - h. Provide paid training experiences for urban forestry crews to establish and maintain urban forests into the future. Support youth employment opportunities, including workforce development and training for the creation and maintenance of green jobs and economic opportunities for planning, planting, and sustainably maintaining trees and forests, including training and retaining urban arborists, and producing and using urban forest products.
 - i. Develop paid on-the-job training opportunities, including pre-apprenticeships and apprenticeships, to expand workforce development pathways for green careers in urban and community forestry.
 - j. Address exotic invasive pest species that adversely impact urban forests.
 - k. Work across jurisdictional boundaries, leveraging ideas and resources to increase capacity to provide equitable access to benefits across the larger landscape and at a greater geographic scale.
 - l. Aid in planning, goal setting, and skill sharing with other professions such as urban planners, engineers, educators, recreational and public health officials.
2. Examples of project activities that are NOT eligible for funding under Urban and Community Forestry Authorities include:
- a. Research: Basic research as defined in 2CFR 422.1, “Systematic study directed toward fuller knowledge or understanding of the fundamental aspects of phenomena and of observable facts without specific applications towards processes or products in mind.” Note: Technical transfer, education, and outreach activities associated with applying research can be included in the application.).
 - b. Construction and capital improvements. Examples of construction include facilities, infrastructure, roads, new buildings, culverts, and boardwalks.
 - c. Land acquisition (conservation easement and fee simple) projects.
 - d. Cost-share, reimbursement, and other types of payment provided directly to private landowners. However, Urban and Community Forestry funding (and match) may be used to perform work on private lands; for example, an eligible entity could pay for trees to be planted on private lands with permission of the landowner.

- e. Small business start-up funding.
- f. Equipment purchases are rarely approved and will be reviewed prior to grant award. Equipment rental should be considered as an alternative. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

3. Match Waiver

Any Non-Federal cost-share requirement otherwise applicable to projects carried out under this section may be waived at the discretion of the Secretary. **Match may be waived for proposals that deliver 100 percent of the funding/program benefits to disadvantaged communities.**

Applications seeking match waiver must clearly describe the scope of work to be performed in applicable disadvantaged communities, and identify online vulnerability and environmental justice equity data tools referenced to support a disadvantaged community designation, (e.g., White House Climate and Economic Justice Screening Tool ([CEJST](#)), EPA Environmental Justice and Screening Mapping Tool ([EJScreen](#)), EPA [EnviroAtlas Interactive Map](#), [Opportunity Zones](#)), or other government sponsored vulnerability tools which inform metrics applicable to the scope of work. Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.** Applicants receiving match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass the match waiver to sub-awardees performing the work.

While the pace of federal expenditures and cost sharing/matching may vary throughout the award period, the agency will actively monitor expenditure rates and cost sharing/matching levels as it receives payment requests to ensure the total cost sharing/matching requirement is met by the award period of performance end date. Additional details about cost sharing or matching funds/contributions are located at [2 CFR 200.306](#).

Cost Sharing or Matching Requirements

All federal grant funds are to be matched at least equally (**dollar for dollar**) with non-federal match which may include allowable and allocable in-kind contributions (i.e., personnel salary, fringe, and indirect costs; services, materials, supplies, equipment donations; and volunteer assistance), and private and public (non-federal) monetary contributions.

Cash match is from the applicant's budget, such as personnel salary, fringe benefits, travel, equipment, and supplies, or cash provided by another party. The source of the cash match cannot be derived from another Federal award or grant.

In-kind match is a non-cash contribution of value. A non-Federal entity's in-kind match must meet the following criteria:

- Verifiable from the non-Federal entity's records
- Not included as contributions for any other Federal award.
- Necessary and reasonable for accomplishment of project or program objectives.
- Allowable under subpart E of 2 CFR 200.

- Not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.
- Provided for in the approved budget when required by the Federal awarding agency; and
- Conform to other provisions of 2 CFR 200, as applicable.

Matching funds must be derived entirely from non-Federal sources (unless expressly authorized in law by the other federal program).

Pass-Through Funding (Sub-Awards)

In response to stakeholder feedback and to alleviate the administrative burden on small, capacity-strained applicants, to expedite funding to communities in greatest need, and to increase opportunities to award high volumes of grants in condensed timeframes, applications from eligible entities with demonstrated ability to competitively pass-through (subaward) funding to community-based organizations and other partners serving disadvantaged communities are encouraged. **A minimum of 80% of all funding to a pass-through entity must be competitively sub-awarded to community-based organizations, or other partners serving disadvantaged communities.** Funding to Pass-Through Entities will be executed through a grant or cooperative agreement with substantial Forest Service involvement, at the discretion of the Forest Service.

For this funding opportunity, a “**Community Based Organization**” is defined as a public or nonprofit organization that supports and/or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders. A “community” can be characterized by a particular geographic area and/or by the relationships among members with similar interests and can be characterized as part of a broader national or regional community where organizations can be focused on the needs of urban, rural and/or tribal areas, and other similar groups.

Responsibilities of each pass-through entity include the following:

1. Design an equal opportunity competitive project application submission and evaluation process that alleviates burden, including but not limited to technical and administrative burden, on small, capacity-constrained applicants.
2. Develop outreach efforts and plans to reach all underserved or disadvantaged communities, especially urban communities, tribal governments and indigenous communities, youth, and public minority land grant institutions, for awareness of the availability of sub-award funding.
3. Develop a sub-award process that ensures efficient and effective fund dispersal and completion of sub-awardee projects within a 1year period. All sub-awardee projects must be completed within the five-year, Pass-Through Entity grant performance period.
4. Create an efficient progress and financial tracking and accomplishment reporting system for Urban and Community Forestry IRA sub-award projects.

5. Manage the application in-take processes, evaluations, subawards process, project risk through ongoing monitoring, and project tracking and reporting for communities. Subawards to communities will not be individually approved by the Forest Service. Submit timely financial and progress reports and success stories (brief project description and outcomes, with project photographs and recipient testimonials where feasible) with the USDA Forest Service.
6. Assist sub-awardee with development and distribution of communications and promotional materials that support the funded program of work and reflect IRA as the source of funding.

APPLICATION, SUBMISSION, AND REPORTING REQUIREMENTS

Electronic Application Package

Applicant materials can be found on the [Urban and Community Forestry UCF Grant Portal](#) or by searching for this funding opportunity through Grants.gov. In grants.gov, search for grant Opportunity Number USDA-FS-2023-UCF-IRA-01. Applications are to be submitted through the UCF Online Grant Portal. All application materials must be received by **11:59 pm Eastern Time on June 1, 2023**.

For technical issues while viewing Grants.gov, contact Grants.gov Applicant Support at 1-800-518-4726 or support@grants.gov. Forest Service staff cannot support applicants regarding Grants.gov accounts.

USDA Forest Service will provide two (2) Application Assistance Webinars in late April to assist with specific questions and inquiries. If you would like to receive a direct invitation for these sessions, please send an email to the Urban & Community Forestry Program Inbox: SM.FS.UCF_IRA@USDA.GOV

Content and Form of Application Submission

The Forest Service may choose not to consider applications that fail to comply with the required content, format, and page limits, or those that are incomplete.

To be considered for funding under this opportunity, an application must contain the following documents:

A. Project Narrative

Each page must be numbered and have one-inch margins. The text of the project narrative must be single spaced and typed in a standard typeface (e.g., Times New Roman, Arial, Calibri) with no smaller than 12-point font. The project narrative must not exceed 7 pages. This page limit applies to the project narrative only. Other application materials, such as budget details/narratives, maps, and letters of commitment from contributing partners are not counted in this 7-page limit.

Project Narratives must include all the following information:

1. **Project Title:** Provide a uniquely descriptive title for this project. Use this full title consistently on all submission communications and supplemental documents, including letters of support, until an official application number is assigned by the Forest Service.

2. **Project Applicant:** Provide the name of the organization applying for Federal funding.
3. **Contact Information:** Provide the name, title, address, phone number, and email address for the person leading the project or program.
4. **Project Summary:** In less than 100 words, provide a summary of the project that includes the scope, location, key partners, and expected accomplishments.
5. **Project Scope Alignment:** Describe the issues this project is seeking to address and how the project will contribute to the goals in this funding opportunity, including congressional, Justice40, [State Forest Action Plans](#), and [Ten-Year Urban and Community Forestry Action Plan \(2016-2026\)](#) priorities.
6. **Implementation Strategy/Methodology/Timeline:** Provide a detailed explanation of the proposed approach, methodology, operations strategies, project schedule/timeline with goals/milestones, expected accomplishments or measurable outcomes, and project assessment/evaluation methods.
7. **Capability and Capacity:** Describe how each contributing organization is suited for (mission) and qualified to deliver the project. Provide the names, titles, and organization affiliation and specific roles of key personnel for the project. Include qualifications and experience of key personnel to implement, monitor, and assess/report project outcome.
8. **Project Partners:** Provide the names of partner organizations, describe their involvement and contributions to the project, and qualifications of the organization and personnel as they relate to their roles in project implementation.
9. **Communications Plan:** Share your plans for communication on the project, including plans for 1) signage acknowledging the source of funding at project locations 2) inclusion of funding information in press and promotional materials.
10. **Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):** Clearly describe the scope of work to be performed in disadvantaged communities, and identify online vulnerability and environmental justice equity data and/or tools referenced to support a disadvantaged community designation, (e.g., White House Council on Environmental Quality [Climate and Economic Justice Screening Tool \(CEJST\)](#), EPA Environmental Justice and Screening Mapping Tool (EJScreen), EPA [EnviroAtlas Interactive Map](#), Opportunity Zones, or other vulnerability data/tools applicable to the scope of work). Multiple tools may be used. **All work must be tracked at the level that designates disadvantaged communities.**

Primary applicants receiving cost-match waiver approval that pass-through funding (sub-award) for work in disadvantaged communities must pass through the cost match waiver to sub-awardees performing the work.

B. Budget Narrative

In a separate document titled “Budget Narrative,” explain and justify all requested budget items/costs. List in detail how the totals on the budget were determined and demonstrate a clear connection between costs and the proposed project activities.

For personnel salary costs, include the base-line salary figures and the estimates of time to be directly charged to the project. Describe any item that under the applicable Federal cost principles requires the agency’s approval and estimate its cost.

The pages included as the budget narrative do not count toward the page limit. Cost sharing/matching must be committed at the time of application submission. The budget narrative must show the amounts and sources of match or cost share (including both cash and in-kind contributions).

C. Budget

A budget should be submitted as an attachment and does not count toward the 7-page narrative limit (see sample budget template and instructions). Categories include the following:

- Personnel (salary costs)
- Fringe benefits
- Travel
- Equipment (cost of purchase, not rental. NOTE: The definition of equipment is tangible personal property having a useful life of more than one year and a per-unit acquisition cost of at least \$5000. Equipment purchase is heavily discouraged. Consider equipment rental instead.)
- Supplies (tangible personal property other than equipment--includes tree purchase not completed under a contract for service)
- Contractual (e.g., contract for service, equipment rental)
- Other (sub-grants only)
- Indirect costs (NICRA, de minimis, or none—see below)

De minimis rate: Any Non-Federal entity (except State and local governments that receive more than \$35 million per year in Federal funding) that does not have a current negotiated (including provisional) indirect rate (NICRA) may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10 percent de minimis indirect cost rate. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs,

tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Negotiated Indirect Cost Rate Agreement (NICRA) may be used, if established.

PROPOSAL EVALUATION

Proposals will be evaluated based on the following Evaluation Criteria (100 points):

1. Alignment with Priorities (0-30 points)

Scope of work addresses Justice40, Congressional, [State Forest Action Plan](#) and [Ten-Year National Urban and Community Forestry Plan](#) priorities.

- Increase equitable access to urban tree canopy and associated human health, environmental and economic (workforce) benefits in disadvantaged communities.
- Broaden community engagement in local urban forest planning.
- Improve resilience to climate change, pests, storm/extreme heat events through best management and maintenance practices.

2. Technical Merit (0-20 points)

- Strategy and methodology are logical and appropriate to attain stated results.
- Methodology demonstrates high likelihood of success and long-term outcomes.
- If applicable, methodology for identifying disadvantaged communities is appropriate to meet priorities.

3. Capability and Capacity (0-20 points)

- Organization(s) (including partners) have ability to carry out the proposed work within the grant period and meet federal grant requirements.
- Key personnel (including partners/contractors) have the training opportunities, skills, expertise, and relationships required to complete the work and achieve stated results; hired personnel include union labor, living wage paying jobs.

4. Measurable Results/Outcomes (0-20 points)

- Conditions are significantly improved for communities (people or places) as prioritized in Justice40, Congressional, State Forest Action Plan and Ten-Year National Urban and Community Forestry Plan.
 - Increased equitable access to urban tree canopy and associated human health, environmental and economic (workforce) benefits in disadvantaged communities.
 - Broadened community engagement in local urban forest planning.

- Improved resilience to climate change, pests, storm/extreme heat events through best management and maintenance practices.
- Recipients will be expected to implement and demonstrate measurable progress within 12 months of award.

5. Budget and Cost-Effectiveness (0-10 points)

- Budget and budget narrative adequately describes proposed costs.
- Administrative costs are reasonable compared to other expenditures.
- Costs are in proportion to project input needs and results/outcomes.

REPORTING REQUIREMENTS

Semi-annual financial and progress reports are required for IRA grants: Financial and Progress reports will be submitted for the periods ending June 30 and December 31. Reports are due 30 days from the period end. Timely submittal of financial and progress reports for each grant as indicated in your award agreement will be required. Payments will be withheld until missing reports are received and approved.

Progress reports should highlight direct quantitative and qualitative investment activities and outcomes and include stories and photographs that illustrate these.

APPLICATION SUBMITTAL

[Applications are to be submitted through the UCF Online Grant Portal.](#) The on-line application workflow process is self-explanatory with help links to guide you through the application process. Applicant materials can be found on the grant application portal under the [forms template and resources section](#), or by searching grant opportunity number USDA-FS-2023-UCF-IRA-01 in Grants.gov.

All applications must be completed and submitted by **June 1, 2023, 11:59 PM Eastern**. Once submitted, the applicant will receive an email notice confirming their application was successfully submitted.

CONTACT FOR FURTHER INFORMATION

For inquiries specific to the content of the NOFO requirements, contact the following shared inbox: SM.FS.UCF_IRA@usda.gov. Please limit questions to those regarding specific information contained in this NOFO (such as dates, page numbers, clarification of discrepancies, etc.). Questions related to eligibility, or the merits of a specific proposal will not be addressed.

USDA Forest Service will provide two (2) Application Assistance Webinars in late April to assist with specific questions and inquiries. If you would like to receive a direct invitation for these sessions, please send an email to the Urban & Community Forestry Program Inbox: SM.FS.UCF_IRA@USDA.GOV

EXISTING TREE MAINTENANCE AND REMOVAL								
Activity Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
PRIORITY 1: HIGH RISK REMOVAL	\$27 850	\$25 600	\$25 600	\$0	\$0	\$0	\$0	\$79 050
PRIORITY 1: HIGH RISK PRUNING	\$6 750	\$5 700	\$5 500	\$0	\$0	\$0	\$0	\$17 950
PRIORITY 2: CRITICAL REMOVAL	\$51 250	\$46 500	\$45 950	\$0	\$0	\$0	\$0	\$143 700
PRIORITY 2: CRITICAL PRUNING	\$21 350	\$20 100	\$19 550	\$0	\$0	\$0	\$0	\$61 000
PRIORITY 3: ROUTINE TREE REMOVAL 7-YEAR CYCLE	\$80 450	\$80 450	\$78 350	\$77 800	\$76 800	\$76 600	\$74 950	\$545 400
PRIORITY 3: ROUTINE TREE PRUNING 7-YEAR CYCLE	\$258 050	\$258 050	\$257 800	\$257 500	\$257 500	\$257 250	\$256 750	\$1 802 900
PRIORITY 4: YOUNG TREE PRUNING 3-YEAR CYCLE	\$32 550	\$32 550	\$32 550	\$0	\$0	\$0	\$0	\$97 650
Existing Tree Maintenance and Removal Subtotal	\$478 250	\$468 950	\$465 300	\$335 300	\$334 300	\$333 850	\$331 700	\$2 747 650
NEW TREE PLANTING AND MAINTENANCE								
Activity Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
REPLACEMENT TREES FOR "NO NET LOSS" BASED ON PRIORITY 1 AND 2 REMOVALS	\$47 341	\$47 341	\$47 341	\$47 341	\$47 341	\$47 120	\$47 120	\$330 947
REPLACEMENT TREE MAINTENANCE	\$0	\$0	\$61 086	\$91 629	\$122 171	\$152 714	\$183 114	\$610 714
ANNUAL MORTALITY COSTS	\$96 236	\$96 542	\$96 847	\$97 153	\$97 458	\$97 762	\$98 066	\$680 065
New Tree Planting and Maintenance Subtotal	\$143 578	\$143 883	\$205 274	\$236 123	\$266 971	\$297 596	\$328 300	\$1 621 726
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	TOTAL
Grand Total	\$621 828	\$612 833	\$670 574	\$571 423	\$601 271	\$631 446	\$660 000	\$4 369 376

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 21, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, Deputy City Manager

FROM: Gary Hubbard, Winter Haven Water Director
Mark Bombard, Winter Haven Water Assistant Director

SUBJECT: Agreement Regarding Wastewater Collection System with Eagles Landing of Winter Haven Home Owners Association

BACKGROUND:

Eagles Landing of Winter Haven Home Owners Association (HOA) owns and operates a sewage collection system consisting of gravity sewer, lift station and force main for approximately 39 single family residential units and common areas with the lift station located at 8 Pilot Place, Winter Haven, Florida.

The HOA and the City have agreed to enter into an Agreement whereas the City will accept ownership of the lift station and force main in return for connection of the Airport Aviation Academy sewage disposal system located at the Winter Haven Regional Airport to the HOA's gravity sewer collection system.

The City has permitted the lift station and will begin necessary repairs and upgrades to the lift station and force main to bring the system up to current standards to be in compliance with the Florida Department of Environmental Protection regulations and standards.

FINANCIAL IMPACT:

There are no financial impacts associated with the Agreement.

RECOMMENDATION:

Staff recommends the City Commission approve the Agreement Regarding Wastewater Collection System with Eagles Landing HOA and authorize the City Manager to execute same and to take all other necessary actions incidental to the City's performance under the Agreement.

ATTACHMENTS:

Eagles Landing HOA-Agreement Regarding Wastewater Collection System
FDEP Permit C53-0031412-122-DWCMT
Location Map-Eagles Landing Subdivision

AGREEMENT REGARDING
WASTEWATER COLLECTION SYSTEM

THIS AGREEMENT REGARDING WASTEWATER COLLECTION SYSTEM ("Agreement"), entered into on the latest date indicated below, is by and between EAGLE'S LANDING OF WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida Domestic Non-Profit Corporation, whose address is 103 Aviation Drive, Winter Haven, Florida 33881 ("Eagle's Landing HOA") and the CITY OF WINTER HAVEN, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose address is 451 Third Street, N.W., Winter Haven, Florida 33881 ("City").

WITNESSETH

WHEREAS, Eagle's Landing HOA, owns, operates and maintains a private sewage/lift station and force main along with valves and other related equipment (the "Existing Facilities"). The Existing Facilities are operated under Florida Department of Environmental Protection ("FDEP") facility number CS53-0031412-122-DWC/MT. The Existing Facilities are part of a Wastewater Collection System which provides wastewater collection and transmission serving a development known as Eagle's Landing of Winter Haven, having approximately 39 single-family residential units and common areas connected to the Existing Facilities. The Existing Facilities are located at 8 Pilot Place, Winter Haven, Florida 33881; and

WHEREAS, The City of Winter Haven accepts the residential wastewater from the Eagle's Landing of Winter Haven development via the Existing Facilities owned by Eagle's Landing HOA; and

WHEREAS, Eagles Landing HOA desires to dedicate, and the City agrees to accept ownership and maintenance of the Existing Facilities in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein, and intending to be legally bound, the parties agree as follows:

1. *Conditions, and Obligations.*

- 1.1 *"Existing Facilities"* The City will accept for ownership and maintenance of the Existing Facilities currently owned and maintained by the Eagle's Landing HOA. Upon transfer, the City shall make necessary improvements for monitoring, emergency backup and compliance with FDEP regulations for the Existing Facilities. The electrical supply account shall also be transferred to the City after execution of this Agreement, along with all spare parts and documents that are available for the Existing Facilities;
- 1.2 *"Gravity Sewer Collection System"* Eagle's Landing HOA shall continue to own and maintain the private gravity sewer collection system to the main lines within the Eagles Landing of Winter Haven development.
- 1.3 *"Provision for Gravity Sewer Collection System Expansion"* Eagle's Landing HOA will allow and permit the City to provide wastewater services to the Airport Aviation Academy located at the Winter Haven Regional Airport by a lift station and force main connected to the Eagle's Landing HOA's gravity sewer system which lift station and force main shall be installed, owned, and maintained by the City at the City's sole cost and expense;
- 1.4 *"Easements"* Eagle's Landing HOA will grant recordable easements to the City for the

Existing Facilities and the Expansion of Gravity Sewer Collection System in a form, and manner reasonably acceptable to the City;

2. The City will provide undisturbed operation of the wastewater collection system maintained by the Eagle's Landing HOA to the Existing Facilities and sanitary sewer system of the City in accordance with the terms and intent of this Agreement. The City agrees that once it begins to provide operation and maintenance of the Existing Facilities, that then and thereafter, the City will provide, in accordance with the other provisions of this Agreement, and of applicable laws, including all applicable rules, regulations, and permits of agencies with jurisdiction, wastewater service to Eagle's Landing development in a manner to conform with all requirements of all agencies having jurisdiction over the wastewater systems of the City. The parties have each individually examined the wastewater systems and covenant and warrant to each other that, to the best of their knowledge and belief, the systems are in good working condition to collect and transmit wastewater in accordance with applicable rules, regulations and permits of all agencies with jurisdiction.
3. *Maintenance, Upkeep, & Customer Service.* Beginning on the Service Date which shall be the latest date of execution and continuing thereafter, the City shall maintain and service the Existing Facilities and Gravity Sewer Collection System Expansion as described in this Agreement in accordance with applicable City standards and permit requirements. Such obligations shall include, but not be limited to, the following: to maintain and replace pipes and fittings as required; to maintain and replace lift stations and other equipment; to maintain any service connections to permitted residential and/or commercial structures; and to maintain the Wastewater Existing Facilities and Gravity Sewer Collection System Expansion to comply with all rules, regulations and permits of agencies with jurisdiction and applicable City standards. The City shall pay for all electric utility services utilized by the Existing Facilities. Any privately owned and operated Gravity Collection System within the Eagle's Landing development shall continue to be subject to whatever rules, regulations and/or permit requirements are applicable thereto.
4. *Customer Billing.* The City shall bill the Eagle's Landing development customers for water and wastewater services at the current rates in accordance with all applicable laws, ordinances, rules and regulations.
5. *Mutual Indemnification and Liability Limitation.*
 - 5.1. *Indemnification by Eagle's Landing HOA.* Eagle's Landing HOA shall indemnify, save, and hold harmless the City against all liability, losses, damage, or other expenses, including reasonable attorney's fees at both trial and appellate levels, which may be imposed upon, incurred by, or assessed against the City by reason of any of the following:
 - 5.1.1. Negligence on the part of Eagle's Landing HOA or its employees, agents, contractors, licensees, residents or invitees; and
 - 5.1.2 Eagle's Landings HOA actions or failures to act with respect to the privately owned and operated Gravity Collection System or the Existing Facilities; and
 - 5.1.3 Any failure on the part of Eagle's Landing HOA or its employees, agents, contractors, licensees, residents or invitees to perform or comply with any requirement of this Agreement.

- 5.2 *Indemnification by City.* The City shall indemnify, save, and hold harmless Eagle's Landing HOA against all liability, losses, damage, or other expenses, including reasonable attorney's fees at both trial and appellate levels, which may be imposed upon, incurred by, or assessed or claimed against Eagle's Landing HOA arising out of any of the following:
- 5.2.1 Negligence on the part of the City or its employees, agents, contractors, licensees, or invitees acting within the course or scope of their employment and/or agency;
 - 5.2.2 The City's Actions or failures to act with respect to the Sewage Lift Station and Force Main, and Gravity Sewer Collection System extensions or the Existing Facilities;
 - 5.2.3 Any failure on the part of the City to perform, or comply with any requirement of this Agreement.
- 5.3 *Sovereign Immunity.* The liability and immunity of the City is governed by the provisions of § 768.28, Florida Statutes. and nothing in this Agreement including but not limited to any indemnification given hereunder is intended to extend the liability of the City beyond that set forth in Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Provided further by entering into this Agreement, the City does not intend to waive its sovereign immunity under Florida law or the limits of its liability under Section 768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
6. *Ownership of System.* The Existing Wastewater Gravity Collection System but not the Existing Facilities transferred herein throughout the existing development shall, at all times remain the property of Eagle's Landing HOA. It is anticipated that such facilities and the Wastewater Gravity Collection System may be acquired by the City within one (1) year from the effective date of this Agreement subject to evaluation of the existing gravity sewer infrastructure, (manholes, gravity main, laterals) and the negotiation of and entering into an Agreement reflecting acceptable terms and conditions of same.
- A bill of sale or other transfer document in a form and manner acceptable to the City shall be executed and delivered by the Eagle's Landing HOA for no monetary consideration for the Existing Facilities and related matters as set forth above.
7. *Improvements to the System.* Eagle's Landing HOA shall at its own expense, continue to operate and maintain in good condition the existing gravity sewer collection system, and any and all other facilities to include sewer laterals necessary to connect the gravity sewer collection system, but not the Existing Facilities. Such operation and maintenance shall comply with all applicable laws, including rules, regulations and permits of any governmental entity and/or agency with jurisdiction.
8. Neither party shall be liable to the other for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this Agreement whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

9. *Representation and Warranty of City.* The City covenants and warrants that execution and performance of this Agreement does not violate any provision of the Constitution of the State of Florida, Florida Statutes, the City's Charter or Code of Ordinances, or any other applicable law that would render this Agreement void or voidable by the City. The City further covenants and warrants that all necessary approvals from the City Commission or any other board or body of the City from which approval may be required have been obtained.
10. *Entire Agreement.* This Agreement, together with all referenced agreements, exhibits, and schedules, constitutes the final, complete, and exclusive statement of the terms of this Agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, warranty, agreement, or commitment outside those expressly set forth in this Agreement.
11. *Notices.* All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by United States Certified Mail, Return Receipt Requested, with postage fees prepaid, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

If to the CITY: City of Winter Haven
 Attn: T. Michael Stavres, City Manager
 Post Office Box 2277
 Winter Haven, Florida 33883-2277

With a Copy To: Frederick J. Murphy, Jr., Esquire
 (which shall not City Attorney
 constitute notice) Boswell & Dunlap LLP
 Post Office Drawer 30
 245 South Central Avenue (33830)
 Bartow, Florida 33831-0030

If to Eagle's Landing HOA: Eagle's Landing of Winter Haven Homeowners Association, Inc.
 Attn: Roy Glaze, President
 103 Aviation Drive
 Winter Haven, Florida 33881

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

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


12. *Modification and Waiver.* No provisions of this Agreement shall be amended, waived, or modified except by an instrument in writing signed by all of the parties hereto and approved by the City's governing body. No waiver of a breach, failure of any condition, or any right or remedy

contained in or granted by this Agreement shall be effective unless it is in writing and signed by the waiving party. No failure to assert any breach, failure, right, or remedy shall constitute a waiver thereto.

13. *Binding Effect.* This Agreement shall bind the parties hereto and their successors and/or permitted assigns. No party may assign in whole or in part any rights, duties, obligations and responsibilities under this Agreement without obtaining the prior written approval of the other party which shall not be unreasonably withheld, conditioned or delayed.
14. *Fees and Costs.* In the event of any litigation by and between the parties hereto concerning the interpretation and/or enforcement of this Agreement, the prevailing party(ies) shall be entitled to recover all costs incurred incident thereto, including reasonable attorney fees incident to court proceedings including pre-trial matters and proceedings at the trial level, appellate level, and federal bankruptcy court proceedings.
15. *Sections and Description Readings.* All section and description headings or paragraphs in this Agreement are inserted for convenience only, and shall not affect the construction and/or interpretation of the terms and provisions contained herein.
16. *Severability.* Inapplicability or unenforceability of any provision(s) of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.
17. *Construction and Enforcement.* This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be exclusively in the State Courts of competent jurisdiction in Polk County, Florida.
18. *Ambiguities.* Each party has participated fully in the review and revision of this Agreement. The language of this Agreement shall be interpreted as to its fair meaning, and not against either party, regardless of who was responsible for its drafting.
19. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be and constitute an original, but such counterpart shall together constitute one and the same instrument.
20. *Representation of Authority.* Each person signing this Agreement represents and warrants that he or she is authorized and has legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

Eagle's Landing of Winter Haven Homeowners Association, Inc.



Roy Glaze, President

4-24-23

Date

City of Winter Haven, FL

T. Michael Stavres,
City Manager

Date

Approved as to legal form:

By: Frederick J. Murphy, Jr.,
City Attorney



FLORIDA DEPARTMENT OF Environmental Protection

Southwest District Office
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

April 14, 2023

Amin A. Hanhan, City Engineer
City of Winter Haven
490 Third Street Northwest
Winter Haven, Florida, 33881
ahanhan@mywinterhaven.com

Re: Transfer of Ownership
County: Polk
Project: Eagles Landing Lift Station
Permit No.: CS53-0031412-122-DWC/MT
Expiration Date April 14, 2028

Dear Mr. Hanhan,

The Department has received your application for a transfer of ownership of the domestic wastewater collection/transmission system which was originally permitted and maintained by Eagle's Landing of Winter Haven Homeowners Association, Inc until their request to transfer it to the City of Winter Haven. The Department hereby makes the following revision:

<u>Permit Section</u>	<u>From</u>	<u>To</u>
Permittee	Roy Glaze Eagle's Landing of Winter Haven Homeowners Association, Inc	Amin A. Hanhan City of Winter Haven

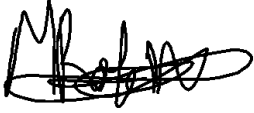
This permit revision, authorizing the above changes, shall be attached to the enclosed permit and, together with any other preceding revision(s), becomes a part of that permit. Please note that when submitting the documentation, as required by Section 62-604.700, F.A.C., to obtain clearance to place the system into operation, both permit numbers must be referenced on DEP Form 62-604.300(8)(b), "Request For Approval To Place A Domestic Wastewater Collection/Transmission System Into Operation."

Amin A. Hanhan, City Engineer

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April 14, 2023

Sincerely,



for Shannon Herbon
Program Administrator
Permitting & Waste Cleanup Program
Southwest District

Cc:

G.D. Willie Nabong, P.E., City of Winter Haven, Wnabong@Mywinterhaven.com

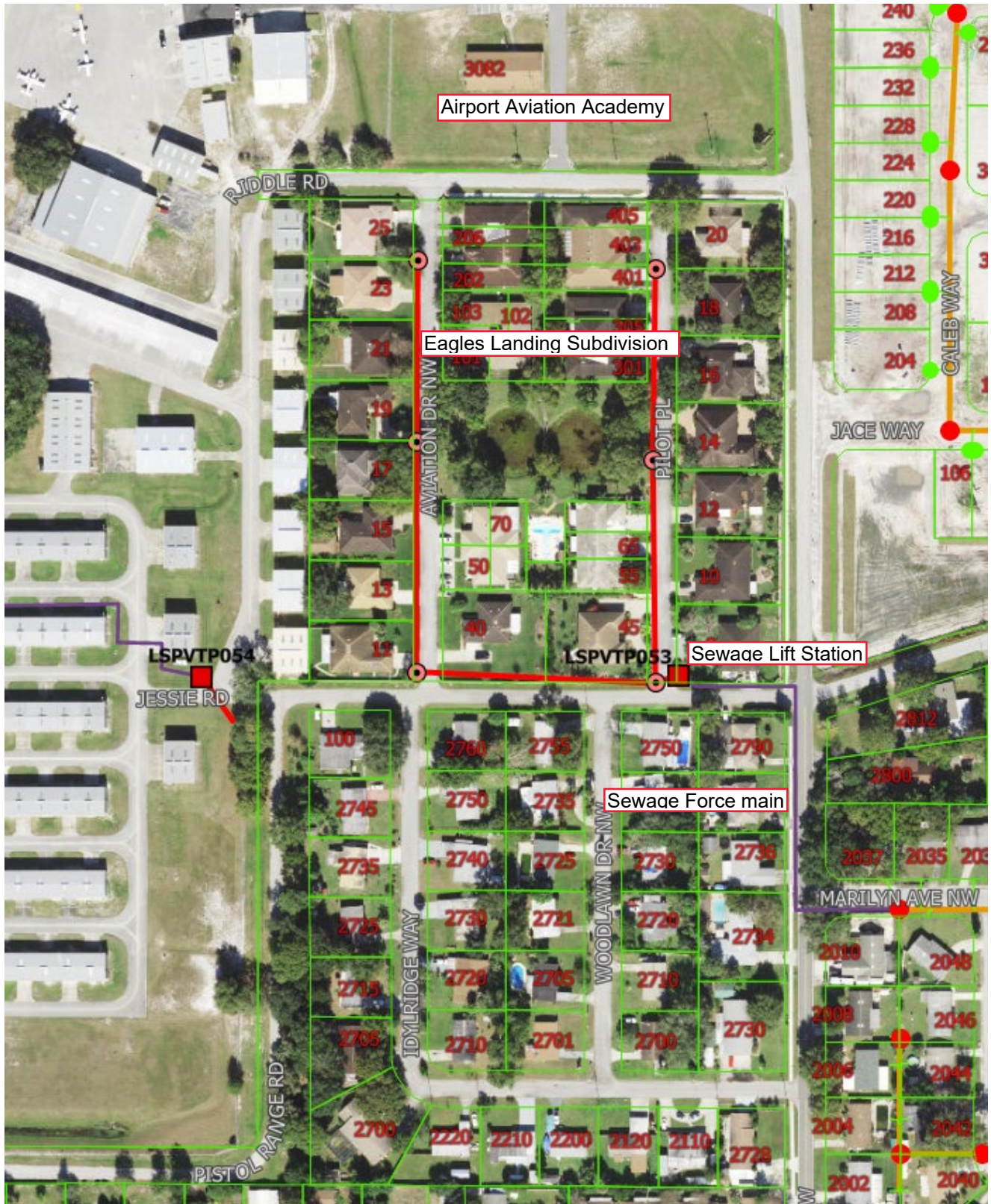
Travis Pike, City of Winter Haven, Tpike@Mywinterhaven.com

Mike Herr, City of Winter Haven, Mherr@Mywinterhaven.com

Roy Glaze, Eagle's Landing HOA, Roy337@bellsouth.net

Mandela Robin, DEP SWD, Mandela.Robin@FloridaDEP.gov

Erica Peck, DEP SWD, Erica.Peck@FloridaDEP.gov



LOCATION MAP
EAGLES LANDING SUBDIVISION

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023**

DATE: May 15, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Frederick J. Murphy, Jr., City Attorney

SUBJECT: Resolution No. R-23-31 – A Resolution calling a Special Election for the purpose of filling a vacancy in Commission Seat 5; setting the date for a Special Election and a Runoff Election if necessary; and describing the manner and method of qualifying for candidacy, conducting the election and determining the results

BACKGROUND:

§11 of the *Charter of the City of Winter Haven, Florida* (Ch. 73-660, L.O.F., as amended) states “If, at the time the vacancy occurs, there is one (1) year or more remaining before the term of the prior commissioner would have expired, the commission shall call a special election, to be held within ninety (90) days of the first regular commission meeting after the vacancy, subject to state law, to elect a qualified person to fill the vacancy for the remainder of the prior commissioner's term of office.”

The Supervisor of Elections for Polk County has advised the City Manager and City Attorney that her registration books will be available for use for a citywide special election on **Tuesday, November 7, 2023**, and a runoff election if necessary on **Tuesday, December 5, 2023**. Dates for **qualifying** as a candidate for interim city commissioner for Seat 5 for purposes of the upcoming special municipal election shall begin at noon on **Monday, September 18, 2023** (the 50th day preceding the special municipal election) and close at noon on **Friday, September 22, 2023** (the 46th day preceding the election).

This Resolution addresses the calling of the Special Election and matters related thereto.

RECOMMENDATION:

Staff recommends that the City Commission approve Resolution No. R-23-31.

ATTACHMENT:

Resolution No. R-23-31

RESOLUTION NO. R-23-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, CALLING A SPECIAL ELECTION FOR THE PURPOSE OF FILLING A VACANCY IN COMMISSION SEAT 5; SETTING THE DATE FOR A SPECIAL ELECTION AND A RUNOFF ELECTION IF NECESSARY; DESCRIBING THE MANNER AND METHOD OF QUALIFYING FOR CANDIDACY, CONDUCTING THE ELECTION AND DETERMINING THE RESULTS; PROVIDING FOR EFFECTIVE DATES

WHEREAS, on April 24, 2023, Commissioner James H. “J.P.” Powell, holder of Seat 5 on the City Commission of the City of Winter Haven with a remaining term of approximately two (2) years, passed away; and

WHEREAS, §11 of the *Charter of the City of Winter Haven, Florida* (Ch. 73-660, L.O.F., as amended) states “If, at the time the vacancy occurs, there is one (1) year or more remaining before the term of the prior commissioner would have expired, the commission shall call a special election, to be held within ninety (90) days of the first regular commission meeting after the vacancy, subject to state law, to elect a qualified person to fill the vacancy for the remainder of the prior commissioner's term of office”; and

WHEREAS, §2-141 of the *Code of Ordinances of the City of Winter Haven, Florida* states “The city does hereby adopt, and incorporate into its ordinances, the provisions of F.S. chs. 97—106 which are or may be applicable to municipal elections which are not in conflict with any charter provisions of the city.”; and

WHEREAS, §100.151 of the Florida Statutes requires “the governing authority of a municipality” when issuing a call for a special election to first give notice to the Supervisor of Elections and obtain consent from the Supervisor of Elections as to a date when the

registration books can be available; and

WHEREAS, the Supervisor of Elections for Polk County has advised the City Manager and City Attorney that her registration books will be available for use for a citywide special election on **Tuesday, November 7, 2023**, and a runoff election if necessary on **Tuesday, December 5, 2023**; and

WHEREAS, the City Commission desires to set a special election for Tuesday, November 7, 2023, and a runoff election if necessary for Tuesday, December 5, 2023, for the people of the City of Winter Haven to choose an interim commissioner to fill the remainder of Commissioner Powell's term; and

WHEREAS, §2-145 of the *Code of Ordinances of the City of Winter Haven* states, in part, that "The city commission shall by ordinance prescribe the manner and method of holding all special elections in said city which **are not** provided for by the terms of the City Charter;" (emphasis added); and

WHEREAS, the election of an interim commissioner is a special election provided for by the terms of the City Charter; and

WHEREAS, the City Commission desires to prescribe the manner and method for the aforementioned special election to choose an interim commissioner, and further desires that the processes for qualification of candidates, qualification of electors, conduction of the election and ascertainment of results be as similar as possible to the City's regular municipal election protocols; and

WHEREAS, under the general powers conferred on the City Commission by §§5 and 6 of the *Charter of the City of Winter Haven, Florida* and the Municipal Home Rule

Powers Act codified in Chapter 166 of the Florida Statutes, the City Commission finds that a “resolution” or “provision for the disposition of a particular item of the administrative business of the governing body” – See §166.041(1)(b), Fla. Stat. (2023) – is a sufficient exercise of legislative authority to accomplish the ends expressed in these recitals; and

WHEREAS, the City Commission finds that all necessary procedures for the enactment and adoption of this resolution have been followed and proper notice has been provided to the public in accordance with §166.041 of the Florida Statutes; **NOW**

THEREFORE:

BE IT RESOLVED BY THE PEOPLE OF THE CITY OF WINTER HAVEN:

Section 1. The foregoing recitals are incorporated herein and are deemed by the City Commission to be true statements that factually support the adoption of this resolution.

Section 2. A **special municipal election** is called for **Tuesday, November 7, 2023**, and if necessary a **runoff election on Tuesday, December 5, 2023**, for the purpose of electing an interim city commissioner to fill the vacancy in Seat 5 of the City Commission created by the April 24, 2023 death of James H. “J.P.” Powell.

Section 3. Dates for **qualifying** as a candidate for interim City Commissioner for Seat 5 of the City Commission for purposes of the upcoming special municipal election shall begin at noon on **Monday, September 18, 2023** (the 50th day preceding the special municipal election) and close at noon on **Friday, September 22, 2023** (the 46th day preceding the election).

Section 4. A person shall qualify as a candidate for interim city commissioner for Seat 5 of the City Commission for purposes of the upcoming special municipal election by:

(1) filing with the city clerk a nominating petition which has been verified by the supervisor of elections that it has been signed by not less than fifty (50) qualified electors of the city; or

(2) paying to the city clerk a filing fee of fifty dollars (\$50.00); or

(3) paying to the city clerk a filing fee of fifty dollars (\$50.00) and a nominating petition signed by not less than fifty (50) qualified electors of the city which, if subsequently verified, shall entitle the candidate to a return of the filing fee;

(4) each candidate shall file with the city clerk a sworn statement in writing that he or she is a resident of the city.

Section 5. In the event no candidate for interim city commissioner receives a majority vote in the upcoming special municipal election, then a runoff election shall be held on **Tuesday, December 5, 2023**. The names of the candidates placing first and second shall be placed on the ballot in the runoff election, except:

(1) where there is a tie for first place, only the names of the candidates so tying shall be placed on the ballot in the runoff election; and

(2) where there is a tie for a second place and the candidate placing first did not receive a majority of the votes cast, then in that event only the names of the candidates placing first and tying for second shall be placed on the ballot in the runoff election.

The candidate receiving a plurality of votes at the runoff election, if held, shall be declared elected.

Section 6. A notice of the calling and the holding of the special election shall be

published at least twice, once in the fifth week (week of October 2, 2023, for a special election on November 7, 2023), and once in the third week (week of October 16, 2023, for a special election on November 7, 2023), prior to the week in which the election is to be held (week of November 6, 2023, for a special election on November 7, 2023). A notice of runoff election, if needed, shall be advertised as required by applicable Florida law and City Code provisions. Electors of the city shall have the same qualifications to be permitted to vote in this election as electors for state elections and shall be registered with the supervisor of elections of Polk County before the date for the close of the supervisor's registration books provided in §97.055 of the Florida Statutes. No capitation or poll tax payment shall be a prerequisite to the qualifications of an elector.

Section 7. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this _____ day of _____, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 10, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Shawn Dykes, Human Resources Director
(Scott R. Christiansen, Police Officers' Retirement System Legal Counsel)

SUBJECT: Ordinance Amending Winter Haven Police Officers' Retirement System – O-23-33

BACKGROUND:

The Winter Haven Police Officers' Pension Board of Trustees are requesting to amend the Police Officers' Retirement System as follows

1. Section 13-59, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
2. Section 13-62, Pre-Retirement Death and Section 13-71, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
3. Section 13-80, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends City Commission approve the referenced Ordinance.

ATTACHMENTS:

Christiansen & Dehner, PA Letter
Ordinance
Plan Actuary Foster & Foster No Financial Impact Letter

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

March 21, 2023

Via E-Mail: MStavres@mywinterhaven.com

Mr. T. Michael Stavres, City Manager
City of Winter Haven
451 3rd Street N.W.
Winter Haven, FL 33881

Re: Winter Haven Police Officers' Retirement System -- Ordinance Amending Pension Plan

Dear Mr. Stavres:

I represent the Board of Trustees of the City of Winter Haven Police Officers' Retirement System. Attached please find an ordinance amending the City of Winter Haven Police Officers' Retirement System, which has been approved by the Board and is recommended for adoption by the City Commission. This ordinance provides amendments as follows:

1. Section 13-59, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
2. Section 13-62, Pre-Retirement Death and Section 13-71, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
3. Section 13-80, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.

By copy of this letter to the plan's actuary, I would ask that he provide you with a letter confirming that there is no cost associated with the adoption of this ordinance.

Mr. T. Michael Stavres

March 21, 2023

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If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Frank Mega, with enclosure
Doug Lozen, with enclosure
Shawn Dykes, with enclosure

ORDINANCE NO. O-23-33

AN ORDINANCE OF THE CITY OF WINTER HAVEN AMENDING CHAPTER 13, PENSIONS AND RETIREMENT; EMPLOYEE BENEFIT PROGRAMS, ARTICLE III, POLICE OFFICERS= RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN; AMENDING SECTION 13-59, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 13-62, PRE-RETIREMENT DEATH; AMENDING SECTION 13-71, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 13-80, FAMILY AND MEDICAL LEAVE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Internal Revenue Code (IRC) and its associated regulations have changed and require the Police Officers= Retirement System be amended; and

WHEREAS, the City has obtained an actuarial no-impact statement concerning the pension plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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

SECTION 1: The above Whereas Clauses are hereby adopted as the factual basis for the passage of this Ordinance.

SECTION 2: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article III, Police Officers= Retirement System, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-59, Finances and Fund Management, subsection (f)(10), to read as follows (deleted provisions are shown in ~~strikethrough~~ and provisions being added are shown in underline):

* * * * *

- (f) (10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled to, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

* * * * *

SECTION 3: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article III, Police Officers= Retirement System, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-62, Pre-Retirement Death, subsection (4)a., to read as follows (deleted provisions are shown in ~~strike through~~ and provisions being added are shown in underline)::

* * * * *

- (4) a. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under subsection 13-71**~~(b)(2)~~a.**

* * * * *

SECTION 4: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article III, Police Officers= Retirement System, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-71, Minimum Distribution of Benefits, subsection (b)(1) and subsection (b)(2)a., to read as follows (deleted provisions are shown in ~~strike through~~ and provisions being added are shown in underline)::

* * * * *

- (b) *Time and manner of distribution.*

- (1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one half (70 1/2) prior to January 1, 2020, the member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one half (70 1/2) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one half (70 1/2) on or after January 1, 2020, the~~ The member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age seventy two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 702 before December 31, 2019, the applicable age is 702.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

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

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age ~~seventy and one-half (70 2), (or age 72 for a member who would have attained age 70 2 after December 31, 2019) if later, the applicable age,~~ as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 5: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article III, Police Officers= Retirement System, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-80, Family and Medical Leave Act, to read as follows (deleted provisions are shown in ~~strike through~~ and provisions being added are shown in underline):

Sec. 13-80. Family and Medical Leave Act.

The fractional parts of the twelve (12) month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to his credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the fractional parts of the twelve (12) months ending each March 1 for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of periods of credited service.
- (2) The request for credited service for FMLA leave time for the twelve-month period prior to each March 1 and payment of professional fees shall be made on or before March 31.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve-month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.
- (4) Credited service purchased pursuant to this section shall ~~not~~ count toward vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
- b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than twenty-four (24) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 6: It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City and that sections of this Ordinance may be numbered or 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 regardless of whether such inclusion in the Code is accomplished sections of this Ordinance may be numbered or lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee without need of public hearing by filing a corrected or codified copy of same with the City Clerk

SECTION 7. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect provided however that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances unless such repeal is explicitly set forth herein.

SECTION 8. 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

SECTION 9. This Ordinance shall take effect immediately upon passage after public hearing/second reading.

INTRODUCED ON FIRST READING, this 22 day of May 2023.

PASSED ON SECOND READING, this 12 day of June 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR - COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Scott R. Christiansen
Attorney for Police Officers=
Pension Board

May 11, 2023

VIA EMAIL

Board of Trustees
City of Winter Haven
Police Officers' Pension Board

Re: City of Winter Haven Police Officers' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, identified on page 5 as "dm/wth/pol/02-10-23.ord", providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Section 13-59, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
2. Section 13-62, Pre-Retirement Death and Section 13-71, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
3. Section 13-80, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.

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

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

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

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 10, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Shawn Dykes, Human Resources Director
(Scott R. Christiansen, General Employees' Retirement System Legal Counsel)

SUBJECT: Ordinance Amending Winter Haven General Employees' Retirement System – O-23-34

BACKGROUND:

The Winter Haven General Employees' Pension Board of Trustees are requesting to amend the General Employees' Retirement System as follows:

1. Section 13-1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 13-4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 13-7, Pre-Retirement Death and Section 13-15, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 13-23, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.

5. Section 13-24, Military Service Prior to Employment, and Section 13-24. 1, Prior Government Service, are both being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 5 years, rather than making one lump sum payment.
6. Section 13-24.2, Workers' Compensation Absences, is being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 2 years, rather than making one lump sum payment.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends City Commission approve the referenced Ordinance.

ATTACHMENTS:

Christiansen & Dehner, PA Letter
Ordinance
Plan Actuary Foster & Foster No Financial Impact Letter

ORDINANCE NO. O-23-34

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA, AMENDING CHAPTER 13, ARTICLE I, GENERAL EMPLOYEES= PENSION PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; BY AMENDING SECTION 13-1, DEFINITIONS; AMENDING SECTION 13-4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 13-7, PRE-RETIREMENT DEATH; AMENDING SECTION 13-15, MINIMUM DISTRIBUTION OF BENEFITS= AMENDING SECTION 13-23, FAMILY AND MEDICAL LEAVE ACT; AMENDING SECTION 13-24, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 13-24.1, PRIOR GOVERNMENT SERVICE; AMENDING SECTION 13-24.2, WORKERS= COMPENSATION ABSENCES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Internal Revenue Code (IRC) and its associated regulations have changed and require the General Employee Retirement System be amended; and

WHEREAS, the City has obtained an actuarial no-impact statement concerning the pension plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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

Section 1. The above Whereas Clauses are hereby adopted as the factual basis for the adoption of this Ordinance.

Section 2. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-1, Definitions, to amend the definition of Salary, to read as follows (underlined words are added; stricken words are deleted):

* * * * *

Salary means the total compensation for services rendered to the city as a general employee reportable on the member's W-2 form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. For service earned on or after October 1, 2013, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2013 and attributable to service earned prior to the October 1, 2013, may still be included in Salary for pension purposes even if the payment is not actually made until on or after October 1, 2013. In any event, with respect to unused sick leave and unused annual leave accrued prior to October 1, 2013, Salary will include the lesser of the amount of sick or annual leave time accrued on October 1, 2013 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on October 1, 2013.

Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of

the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

* * * * *

Section 3. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-4, Finances and Fund Management, subsection (a)(6)j., to read as follows (underlined words are added; stricken words are deleted):

* * * * *

- (a) (6) j. Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled to, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

* * * * *

Section 4. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-7, Pre-Retirement Death, subsection (b)(5), to read as follows (underlined words are added; stricken words are deleted):

* * * * *

- (5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 13-15**(b)(2)a**.

* * * * *

Section 5. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-15, Minimum Distribution of Benefits, subsection (b)(1), *Required Beginning Date* and subsection (b)(2)a., to read as follows (underlined words are added; stricken words are deleted):

* * * * *

(b) *Time and manner of distribution.*

(1) *Required beginning date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one half (70 2) prior to January 1, 2020, the member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one half (70 2) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one half (70 2) on or after January 1, 2020, the~~ The member=s required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age seventy two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 702 before December 31, 2019, the applicable age is 702.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

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

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age seventy and one half (70 2), (or age 72 for a member who would have attained age 702 after December 31, 2019) if later, the applicable age,~~ as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member=s sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

Section 6. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-23, Family and Medical Leave Act, to read as follows (underlined words are added; stricken words are deleted):

Sec. 13-23. Family and Medical Leave Act.

The fractional parts of the twelve (12) month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to his credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the fractional parts of the twelve (12) months ending each March 1 for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of periods of credited service.
- (2) The request for credited service for FMLA leave time for the twelve (12) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve (12) month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.
- (4) Credited service purchased pursuant to this section shall ~~not~~ count toward vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than twenty-four (24) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment,

without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 7. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-24, Military Service Prior to Employment, to read as follows (underlined words are added; stricken words are deleted):

Sec. 13-24. Military service prior to employment.

The years or fractional parts of years that a general employee serves or has served on active duty in the active military service of the Armed Forces of the United States, the United States Merchant Marine, or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the city shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the general employee of the required amount shall be made within twelve (12) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.
- (4) The maximum credit under this section, when combined with credited service purchased for service other than with the City, pursuant to Section 13-24.1, Prior Government Service, shall be five (5) years and shall count for all purposes except vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph

(1) above.

- b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 8. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-24.1, Prior Government Service, to read as follows (underlined words are added; stricken words are deleted):

Sec. 13-24.1. Prior government service.

Unless otherwise prohibited by law, the years or fractional parts of years that a member previously served as a general employee with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional part of years that a member served as a general employee for any other municipality or county in the state or for the state, shall be added to his years of credited service provided that:

- (1) The member contributes to the fund an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the member of the required amount shall be made within twelve (12) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.

- (4) The maximum credit under this section for service other than with the City of Winter Haven, when combined with credited service purchased pursuant to section 13-24.1, military service prior to employment, shall be five (5) years and shall count for all purposes, except vesting ~~and eligibility for disability benefits~~. There shall be no maximum purchase of credit for prior service with the City of Winter Haven and such credit shall count for all purposes, including vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 9. That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article I, General Employees' Pension Plan, of the Code of Ordinances of the City of Winter Haven, is amended by amending Section 13-24.2, Workers' Compensation Absences, to read as follows (underlined words are added; stricken words are deleted):

Sec. 13-24.2. Workers' compensation absences.

The years or completed months that a general employee is absent on leave and receiving

workers' compensation benefits pursuant to F.S. Ch. 440, and which absence is not otherwise eligible as credited service shall be added to his years of credited service provided that:

- (1) The general employee contributes to the fund the sum that he would have contributed had he been a member of the system for the years or completed months for which he is requesting credit.
- (2) The request shall be made by the general employee not later than one (1) year after his return to full-time employment with the City.
- (3) Payment by the general employee of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (6) below.
- (4) The maximum credit under this section shall be two (2) years.
- (5) Credited service purchased pursuant to this section shall not count toward vesting.
- (6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than twenty-four (24) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

Section 10. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City and that sections of this Ordinance may be numbered or 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 regardless of whether such inclusion in the Code is accomplished sections of this Ordinance may be numbered or lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee without need of public hearing by filing a corrected or codified copy of same with the City Clerk

Section 11. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect provided however that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances unless such repeal is explicitly set forth herein.

Section 12. 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

Section 13. This Ordinance shall take effect immediately upon passage after public hearing/second reading.

INTRODUCED on first reading this 22 day of May, 2023.

PASSED on second reading this 12 day of June, 2023.

CITY OF WINTER HAVEN

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ATTORNEY FOR GENERAL EMPLOYEE PENSION BOARD

dm/wth/gen/02-10-23.ord

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941 - 377 - 2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

March 21, 2023

Via E-Mail: MStavres@mywinterhaven.com

Mr. T. Michael Stavres, City Manager
City of Winter Haven
451 3rd Street N.W.
Winter Haven, FL 33881

Re: Winter Haven General Employees' Pension Plan -- Ordinance Amending Pension Plan

Dear Mr. Stavres:

I represent the Board of Trustees of the City of Winter Haven General Employees' Pension Plan. Attached please find an ordinance amending the City of Winter Haven General Employees' Pension Plan, which has been approved by the Board and is recommended for adoption by the City Commission. This ordinance provides amendments as follows:

1. Section 13-1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 13-4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 13-7, Pre-Retirement Death and Section 13-15, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 13-23, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.

Mr. T. Michael Stavres

March 21, 2023

Page 2

5. Section 13-24, Military Service Prior to Employment, and Section 13-24. 1, Prior Government Service, are both being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 5 years, rather than making one lump sum payment.
6. Section 13-24.2, Workers' Compensation Absences, is being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 2 years, rather than making one lump sum payment.

By copy of this letter to the plan's actuary, I would ask that he provide you with a letter confirming that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Commission, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure
Frank Mega, with enclosure
Shawn Dykes, with enclosure

May 9, 2023

VIA EMAIL

Board of Trustees
City of Winter Haven
General Employees' Pension Board

Re: City of Winter Haven General Employees' Pension Plan

Dear Board:

We have reviewed the proposed Ordinance, identified on page 9 as "dm/wth/gen/02-10-23.ord" providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Section 13-1, Definitions is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 13-4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 13-7, Pre-Retirement Death and Section 13-15, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 13-23, Family and Medical Leave Act, is being amended to provide an option for members to pay for purchased credited service over a period of time, not to exceed 2 years, rather than making one lump sum payment. This section is also being amended to provide that purchased service shall count toward vesting.
5. Section 13-24, Military Service Prior to Employment, and Section 13-24.1, Prior Government Service, are both being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 5 years, rather than making one lump sum payment.
6. Section 13-24.2, Workers' Compensation Absences, is being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time, not to exceed 2 years, rather than making one lump sum payment.

Board of Trustees
May 9, 2023
Page 2

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

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

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Douglas H. Lozen". The signature is fluid and cursive, with a large loop at the end of the last name.

Douglas H. Lozen, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

**CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023**

DATE: May 11, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Shawn Dykes, Human Resources Director
(Bonni S. Jensen, Firefighters' Retirement System Legal Counsel)

SUBJECT: Ordinance Amending Winter Haven Firefighters Retirement System – O-23-35

BACKGROUND:

The Pension Board of Trustees is requesting to amend the FMLA provisions of the Plan Document to provide for credited service for a member who is on leave without pay from the City under the Family and Medical Leave Act ("FMLA"). This provision is very similar to the FMLA provisions in both the Winter Haven Police Officers' Retirement System Plan (City Code Section 13-80) and the Winter Haven General Employees' Pension Plan (City Code Section 13-23). The difference is City Code Section 13-53.1(4) in the Firefighter Plan allows the time to count for vesting purposes where the Police and General Employee provisions do not.

The following amendment to the Pension Plan document is recommended:

Add a subsection 13-53.1, Family and Medical Leave Act, to read as follows:

Sec. 13-53.1 – Family and Medical Leave Act.

The fractional parts of the twelve-month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to their credited service provided that:

- (1) The member contributes to the fund the sum that they would have contributed, based on their salary and the member contribution rate in effect at the time that the credited service is requested, had they been a member of the system for the fractional parts of the twelve (12) months ending each March 1 for which they are requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the

purchase of periods of credited service.

- (2) The request for credited service for FMLA leave time for the twelve-month period prior to each March 1 and payment of the professional services will be made when the request to purchase credited service for FMLA leave time is made.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve-month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued or the member may elect to make payment for the requested service over a period of time as provided for in paragraph (5) below.
- (4) Credited service purchased pursuant to this section will count toward vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than twenty-four (24) months from the date of the first payment and shall be re-amortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or

termination of employment.

In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

FINANCIAL IMPACT:

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

RECOMMENDATION:

The Pension Board recommends City Commission approval of Ordinance O-23-35

ATTACHMENTS:

Ordinance
Plan Actuary Foster & Foster No Financial Impact Letter

ORDINANCE NO. O-23-35

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA AMENDING CHAPTER 13, PENSIONS AND RETIREMENT; EMPLOYEE BENEFIT PROGRAMS, ARTICLE II, FIREFIGHTERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA BY AMENDING SECTION 13-53 PRIOR FIRE SERVICE BY ADDING NEW SECTION 13-53.1 FAMILY AND MEDICAL LEAVE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Members of the System have lost service time while absent from work while using Family Medical Leave Act ("FMLA") leave; and

WHEREAS, the System has no provision in the Pension Plan document contained in the City Code in Chapter 13, Article II regarding FMLA and purchase of prior service; and

WHEREAS, both the City of Winter Haven, Florida General Employees' Pension Plan and the City of Winter Haven, Florida Police Officers' Retirement System contain a provision which permits a member to purchase service for time when the member is absent on FMLA leave at Sections §§13-23 and 13-80, respectively, of the City Code; and

WHEREAS, the Board of Trustees for the Firefighters' Retirement System recommends that the purchased FMLA service count for purposes of vesting in the System; and

WHEREAS, except for vesting, the provision presented in this Ordinance is identical to the provisions contained in the pension plans for the City's General Employees and the City's Police Officers; and

WHEREAS; the City Commission finds that it is in the best interest of the City and the Firefighter System Members to amend the Plan to allow for the purchase of the FMLA leave time. Now Therefore

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

SECTION 1. The above Whereas Clauses are adopted herein as a factual basis for the adoption of this Ordinance.

SECTION 2: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by adding new Section 13-53.1, Family and Medical Leave Act, to read as follows (deleted provisions are shown in ~~strike through~~ and new provisions are shown in underline) :

Sec. 13-53.1 – Family and Medical Leave Act.

The fractional parts of the twelve-month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to their credited service provided that:

- (1) The member contributes to the fund the sum that they would have contributed, based on their salary and the member contribution rate in effect at the time that the credited service is requested, had they been a member of the system for the fractional parts of the twelve (12) months ending each March 1 for which they are requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of periods of credited service.
- (2) The request for credited service for FMLA leave time for the twelve-month period prior to each March 1 and payment of the professional services will be made when the request to purchase credited service for FMLA leave time is made.
- (3) Payment by the member of the required amount shall be made on or before April 30 for the preceding twelve-month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued or the member may elect to make payment for the requested service over a period of time as provided for in paragraph (5) below.
- (4) Credited service purchased pursuant to this section will count toward vesting.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount

provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
- b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than twenty-four (24) months from the date of the first payment and shall be re-amortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

* * *

SECTION 3: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4: It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or 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 regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 5: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 6: That this Ordinance shall become effective immediately upon its adoption after passage at Second Reading.

INTRODUCED ON FIRST READING, this 22 day of May, 2023.

PASSED ON SECOND READING, this 12 day of June, 2023.

CITY OF WINTER HAVEN, FLORIDA

MAYOR – COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Approved as to legal sufficiency:

Bonni Jensen
Attorney for Firefighters' Pension Board

April 13, 2022

VIA EMAIL

Board of Trustees
City of Winter Haven
Firefighters' Pension Board

Re: City of Winter Haven Firefighters' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, provided via email by Bonni Jensen on February 24, 2022, providing for the ability to purchase service periods of unpaid FMLA leave. This proposed Ordinance differs from the one referenced in our Letter of No Impact dated January 18, 2022 in that the new proposed Ordinance allows the purchased service to count towards vesting. We have determined that the adoption of the proposed change will have no impact on the assumptions used in determining the funding requirements of the program.

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

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

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

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Bonni S. Jensen, Plan Attorney

ORDINANCE NO. O-__-__

AN ORDINANCE OF THE CITY OF WINTER HAVEN, AMENDING CHAPTER 13, PENSIONS AND RETIREMENT; EMPLOYEE BENEFIT PROGRAMS, ARTICLE II, FIREFIGHTERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN BY AMENDING SECTION 13-53 PRIOR FIRE SERVICE BY ADDING NEW SECTION 13-53.1 FAMILY AND MEDICAL LEAVE ACT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Members of the System have lost service time while absent from work while using Family Medical Leave Act ("FMLA") leave;

WHEREAS, the System has no provision in the Pension Plan document contained in the City Code in Chapter 13, Article II;

WHEREAS, both the City of Winter Haven General Employees' Pension Plan and the City of Winter Haven Police Officers' Retirement System contain a provision which permits a member to purchase service for time when the member is absent on FMLA leave at Sections §§13-23 and 13-80, respectively, of the City Code;

WHEREAS, the Board of Trustees for the Firefighters' Retirement System recommends that the purchased FMLA service count for purposes of vesting in the System;

WHEREAS, except for vesting, the provision presented in this Ordinance is identical to the provisions contained in the pension plans for the General Employees and the Police Officers;

WHEREAS; the City Commission finds that it is in the best interest of the City and the Firefighter System Members to amend the Plan to allow for the purchase of the FMLA leave time.

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

SECTION 1: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended by adding new Section 13-53.1, Family and Medical Leave Act, to read as follows:

Sec. 13-53.1 – Family and Medical Leave Act.

The fractional parts of the twelve-month period ending each March 1 that a member is on leave without pay from the city pursuant to the Family and Medical Leave Act (FMLA) shall be added to their credited service provided that:

- (1) The member contributes to the fund the sum that they would have contributed, based on their salary and the member contribution rate in effect at the time that the credited service is requested, had they been a member of the system for the fractional parts of the twelve (12) months ending each March 1 for which they are requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of periods of credited service.
- (2) The payment of the professional services will be made when the request to purchase credited service for FMLA leave time is made.
- (3) Payment by the member of the required amount shall be made on or before retirement and shall be made in one (1) lump sum payment upon receipt of which credited service shall be issued.
- (4) Credited service purchased pursuant to this section will count toward vesting.

* * *

SECTION 2: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered

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

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: That this Ordinance shall become effective upon its adoption this ____ day of _____, 20__ .

INTRODUCED ON FIRST READING, this ____ day of _____, 2022.

PASSED ON SECOND READING, this ____ day of _____, 2022.

CITY OF WINTER HAVEN, FLORIDA

MAYOR – COMMISSIONER

ATTEST:

CITY CLERK

Approved as to form:

CITY ATTORNEY

Approved as to legal sufficiency:

Bonni Jensen
Attorney for Firefighters' Pension Board

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: May 12, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Alex Vacha, Airport Director

SUBJECT: Request for Approval of Task Order #17 with Hanson Professional Services, Inc. for Interim Airport Management Professional Services at the Winter Haven Regional Airport

BACKGROUND:

The Airport Department requires professional airport management services on an interim basis as the City of Winter Haven searches for a new Airport Director. Hanson Professional Services, Inc. (Hanson) has five (5) former airport managers on staff with over 100 years of combined airport management experience. Hanson will provide interim airport management staff to assist the City in continuing the high level of service that has been a trademark of the Winter Haven Regional Airport. Hanson staff shall provide coverage from 8:00 a.m. - 5:00 p.m. Monday through Friday; or as specifically requested by City staff.

Task Order #17 authorizes Hanson to perform interim airport management professional services at the Winter Haven Regional Airport. This task order will be executed in accordance with the provisions of the Aviation Master Continuing Consultant Agreement for Planning and Engineering Professional Consulting Services (RFQ-19-29).

FINANCIAL IMPACT:

The total not-to-exceed cost of services provided by Hanson in Task Order #17 is \$110,360. Professional services will be invoiced by the hour and actual expenses monthly. This service may be cancelled at any time by the City for any reason. The Airport Department will utilize accounts 106-10-410-3105 Professional Services and 106-10-410-4001 Travel Non-Local in the FY 2022/2023 budget. At year end, the Finance Department will process a budget amendment, from the General Fund, to cover the additional costs.

RECOMMENDATION:

The City Manager recommends the City Commission retroactively approve the execution of Task Order No. 17 for Interim Airport Management Professional Services and authorize the City Manager or his designee to take all other necessary actions incidental thereto.

ATTACHMENTS:

Task Order 17 - Interim Airport Management Services - Hanson Professional Services, Inc.
Exhibit A - Fee Summary
Exhibit B - Airport Management Staff Resumes (2)

**TASK ORDER NUMBER 17
INTERIM AIRPORT MANAGEMENT
PROFESSIONAL SERVICES
AT THE
WINTER HAVEN REGIONAL AIRPORT**

THIS TASK ORDER is made effective as of the 9 day of MAY 2023, between the **CITY OF WINTER HAVEN, FLORIDA** (hereinafter referred to as the "CITY"), and **HANSON PROFESSIONAL SERVICES INC.** (hereinafter referred to as the "CONSULTANT") (Collectively, the "Parties").

It is agreed to undertake the following work in accordance with the provisions of the Aviation Master Continuing Consultant Agreement for Planning and Engineering Professional Consulting Services dated October 14, 2019.

Description of Assignment:

The CITY requires professional airport management services on an interim basis as they conduct a search for a new airport manager. Hanson has five former airport managers on staff with over 100 years of combined airport management experience. Hanson will provide interim airport management staff to assist the City in continuing the high level of service that has been a trademark of the Winter Haven Regional Airport. Hanson staff shall provide coverage from 8-5 Monday through Friday or as specifically requested by the City.

Basis of Compensation:

The total not-to-exceed fee is **One Hundred Ten Thousand Three Hundred Sixty Dollars and 00/100 cents (\$110,360.00)**. Professional services to be invoiced by hours service is provided and actual expenses monthly. This service may be cancelled at any time by the City for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the respective dates under each signature.

HANSON PROFESSIONAL SERVICES, INC.

Blake Swafford
By

Blake Swafford
Print Name

Vice President
Print Title

May 10, 2023
Date

CITY OF WINTER HAVEN

T. Michael Stavres
By

T. Michael Stavres
Print Name

City Manager
Print Title

Date

Exhibit "A" - Fee Summary - Task Order #17 - Interim Airport Management Services

HANSON PROFESSIONAL SERVICES INC.
WINTER HAVEN (GIF) REGIONAL AIRPORT
INTERIM AIRPORT DIRECTOR SERVICES FOR THREE MONTH PERIOD
(15 MAY 2023 THROUGH 29 SEPTEMBER 2023 (20 WEEKS))

PROJECTED COST PROPOSAL

Description	Quantity	Unit	Rate	Extended	Notes
AIRPORT MANAGEMENT SUPPORT					
On-Site Airport Management (8 AM - 5 PM) 20 weeks @ 8 hrs./day x 5 days/week	800	hour	\$ 110.00	\$ 88,000.00	Duties split between Mike Moon and Eric Menger (see note below)
Optional City Council Meeting Attendance 9 meetings @ 1.5 hrs./meeting	13.5	hour	\$ 110.00	\$ 1,485.00	
TRAVEL + OTHER EXPENSES					
Mileage, Personal Vehicle 20 weeks @ 270 mi./week	5400	mile	\$ 0.625	\$ 3,375.00	220 mi. Round Trip from Vero Beach + 50 local mi./week (see note below) \$59 = Federal Per Diem rate Avg. Lodging + Taxes during period for Holiday Inn/Best Western
Meals 20 weeks @ 5 days/week	100	per diem	\$ 59.00	\$ 5,900.00	
Lodging 20 weeks @ 4 nights/week	80	night	\$ 145.00	\$ 11,600.00	
TOTAL PROJECTED COST =				\$ 110,360.00	

- Notes:
- 1) Menger + Moon are unavailable week of 7/24 (FAC Conference)
 - 2) Travel & Expenses will be billed as accrued & may include additional mileage & less lodging based on staff electing to drive to airport daily from home.



ERIC MENGER, CM

Eric is a skilled aviation professional with 40 years of experience in multiple leadership positions as a US Naval Officer (aviator) and civilian Airport Director. His experience in project and grant management expertise includes the planning, design, development, and oversight of over \$52 million in construction projects at Vero Beach Regional Airport (VRB), an FAA Part 139 and TSA-federalized airport with over 200,000 operations per year. Eric has served in many leadership positions in the State of Florida, including Chairman of the Florida Airports Council and District President for the National Exchange Club. He is a respected resource with a proven record of aviation knowledge, airport business development, and exceptional consensus building. A partial listing of his relevant experience includes:

Vero Beach Regional Airport, Vero Beach, FL. Airport Director for the FAA Part 139 Certified commercial service airport with three runways, FAA Airport Traffic Control Tower, GPS instrument approaches, and over 1,650 acres of developed or partially developed property adjacent to the town center. With over seven miles of security fencing, monitored proximity card gates, TSA-approved credentialing system, and audio and visual security systems on site, VRB meets all FAA and TSA requirements for safety and security. Piper Aircraft has its world headquarters and manufacturing facilities on site, as well as Flight Safety International (now Skyborne Airline Academy), two major FBOs, and Girard Equipment (nonaeronautical manufacturer with international shipping). While at VRB, Eric was responsible for safe and efficient operation, security, and self-sustaining growth of the airport. Specific accomplishments included the following:

- Managed over \$52 million in airport development projects while keeping operating costs at 3-8% under budget. Major projects included a new FAA Airport Traffic Control Tower, new airport terminal building, new airport surveillance radar, new airfield security fencing, new access road, and new operations facility, all within budget and on time.
- Managed political changes, economic downturn, and change of management with support of elected officials. Most recently, until joining Hanson in July 2020, managed COVID-19 pandemic response during significant economic downturn while ensuring no loss of existing tenant base and continued (though reduced) airline operations.
- Established new airline service with direct jet service to multiple destinations for the first time in the airport's history. VRB had been served by Eastern Airlines, American Airlines, and several smaller carriers over the years but had not been served after the attack on the World Trade Center in September 2001. Working with local officials and airline leadership, new airline service was reinstated in 2015 following upgrading FAA certification to Part 139 Class I and TSA Category IV federalization in a period of less than six months. The process required a fast-track approach and many local, state, and federal approvals to achieve.
- Served as technical and security advisor for the local Air Show team in 2013, 2014, 2016, and 2018. The Air Show at VRB includes the U.S. Navy Flight Demonstration Squadron (Blue Angels) and several civilian professional aerobatic performers. Pre-COVID, the Vero Beach Air Show enjoyed the largest turnout (57,000) of any local show ever, contributing over \$125,000 per show to local charities.
- Served as Chairman in 2006-2007 of the Florida Airports Council (FAC), a statewide advocacy organization for Florida's airports and overall aviation system. Eric provided leadership and worked with the Board of Directors, multiple airports, legislative officials, and FAC Committee Chairs to institute initiatives that benefitted Florida airports and provided guidance to the overall Florida Aviation System Plan.
- Received 2022 Corporate Eagle Award from FAC on behalf of Hanson for his leadership and the company's support of a beneficial legislative change in support of small airports. The change required FDOT and FAC advocacy as well as local and statewide legislative delegation support and sponsorship before ultimately being signed by Governor DeSantis in April 2022 and becoming law on July 1, 2022.

EDUCATION

BS/1981/Physical Science/General Engineering/US Naval Academy, Annapolis

US Navy Flight School 1982-3;
Active Duty 1983-1989 P-3C Orion Aircraft Commander, NAS Jacksonville; Navy Instructor Pilot 1987-1989, NAS Pensacola; Reserve Duty 1989-2007 Naval Aviator and Naval Intelligence, NAS Jacksonville

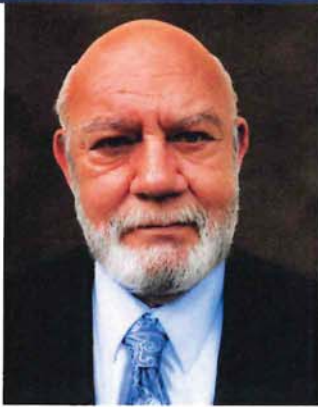
Graduate Coursework/1989/ Management/Troy State University, NAS Pensacola

PROFESSIONAL REGISTRATIONS

Commercial Pilot, Single and Multi-Engine Aircraft

PROFESSIONAL AFFILIATIONS

American Association of Airport Executives
Florida Airports Council



MICHAEL MOON, AAE

With over 42 years of experience, Michael has extensive experience in aviation management. He has managed airports in Florida, Texas, Illinois, and Mississippi. Michael has oversight experience in a wide variety of capital projects including major runway and taxiway rehabilitation, runway and taxiway lighting and signage, security projects, terminal and air traffic control tower construction, application of pavement dressing conditioner, emergency material arresting system design and land acquisition. He also has experience in lease management, enforcement of rules and regulations, security plans and minimum standards. His relevant experience includes:

EDUCATION

BS/1981/Aviation Administration/
Indiana State University

PROFESSIONAL AFFILIATIONS

American Association of Airport
Executives (AAAE)
Florida Airports Council

Miscellaneous On-Call Services, Winter Haven Regional Airport, Winter Haven, FL. Adviser responsible for performing on-call services for the City of Winter Haven, Florida, for a period of approximately four months to assist with maintaining smooth operations during Winter Haven Regional Airport, Gilbert Field's search for an airport director. Tasks included coordinating with city staff to answer technical questions related to airport operations; assisting in coordination with FAA and FDOT, including providing required status reports, and tracking grants, JPAs and submittal deadlines; reviewing documents related to current operations to determine which items required immediate attention and which could be deferred; coordinating NOTAMs and providing input for the airport's review of obstruction submittals.

Bult Field Airport, Monee, IL. Senior aviation consultant. In July of 2014 the State of Illinois Division of Aeronautics purchased Bult Field Airport (C56) as part of a larger project to construct a third commercial service airport in the south Chicago suburbs. Mike initiated and completed numerous tasks to ensure the transition, from a privately owned-public use general aviation airport to government ownership and management, was seamless with no disruptions in services provided to the tenants and the flying public utilizing the airport. Other tasks included the development of an Airport Operations Plan encompassing the major areas of responsibility for airport management including the Airport Safety Plan, Fueling Safety Plan, Staffing plan, and Security and Emergency Response plans. Developed Capital requirements for acquisition of equipment needed to operate and maintain the airport and for airfield development required to continue the safe and efficient operation of the airport. Established various airport policies to direct the management and operation of the airport. The policies included fuel pricing, records keeping, inspection requirements and Customer Service

Martin County Airport/Witham Field, Airport Development, Stuart, FL. Airport Director of this General Aviation Airport serving recreational and corporate aviation, flight training and emergency response. During his tenure, he managed the day to day operations of the airport. His duties included the following: capital improvement programming using the Florida DOT's Joint Automated Capital Improvement Program (JACIP) and FAA grant management, preparation of annual budgets and assistance with airport related County Commission agenda items, safety management systems and routine airport inspections, coordination and formulation of lease agreements and airport minimum standards, monitoring of daily airport operations including runways, taxiways, facilities and equipment and use of flight patterns, oversight of the airport noise abatement program, coordination of the airport's annual air show and aviation day, and coordination of airport professional planning and engineering consultants and contracts.

Project 01-32 "Updating ACRP Report 16: Guidebook for Managing Small Airports," Airport Cooperative Research Program, Transportation Research Board, US. Lead investigator for the ACRP project to update ACRP Report 16. Responsible for assistance with content development related to airport planning, obstruction management, land use compatibility, Part 1500 series, and emergency response; development and implementation of the airport manager outreach component, development of the outreach survey, data collection, and analysis; and assistance with development of the expanded guidebook outline and project interim report.

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
May 22, 2023

DATE: April 7, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: Gary M. Hubbard, Winter Haven Water Director
Mark W. Bombard, Winter Haven Water Assistant Director

SUBJECT: Award of Water Infrastructure Finance and Innovation (WIFIA) Application Preparation to Black & Veatch

BACKGROUND:

The City of Winter Haven with support from Black & Veatch, submitted a Letter of Interest (LOI) to the U.S. Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Program for a loan to complete various utility projects. The WIFIA program accepted the City's Letter of Interest and on November 29, 2022 and invited the City to submit a loan application within one year of having the Letter of Interest accepted.

Black & Veatch has submitted a proposal for the preparation of the WIFIA loan application for submittal to EPA and respond to questions from WIFIA staff. The scope provides services during the application process such as preparing the application, meetings (with City staff and WIFIA Program staff), and responses to questions from WIFA Program staff. An Owner's Allowance is included in the proposal as a budget to support National Environmental Policy Act (NEPA) requirements due prior to closing on the loan agreement.

Black & Veatch is the lead consultant for Winter Havens Integrated/One Water Master Plan awarded on September 10, 2019 and has entered into a Master Continuing Professional Consulting Agreement on April 8, 2020 based on the qualifications submitted in RFQ-20-01.

FINANCIAL IMPACT:

The total cost for the WIFIA Application Preparation is \$91,644 with an additional Owner's Allowance of \$125,000 for NEPA support, as needed. Funds are available in Fiscal Year 2022/2023 in account 402-08-310-3105 for completion of the application.

RECOMMENDATION:

Staff recommends the City Commission award the Water Infrastructure Finance and Innovation (WIFIA) Application Preparation to Black & Veatch and authorize the City Manager or his designee to take any further actions necessary thereto.

ATTACHMENT:

WIFIA Application Development Support proposal, Black & Veatch Corporation

WIFIA Application Development Support

B&V PROPOSAL NO. 00349679

PREPARED FOR

City of Winter Haven

7 APRIL 2023



ONE • WATER
WINTER HAVEN



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Project Background and Description

The City of Winter Haven (City), with support from Black & Veatch, submitted a Letter of Interest (LOI) to the U.S. Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) Program for a loan to complete various One Water Projects. The WIFIA program accepted the City's Letter of Interest and on November 29, 2022, invited the City to submit a loan application within one year of having the Letter of Interest accepted.

The City has requested Black & Veatch (Consultant) to support development of the application and respond to questions from WIFIA staff. This scope provides services during the application process such as preparing the application, meetings (with City staff and WIFIA Program staff), and responses to questions from WIFA Program staff.

Task 1 Project Kickoff Meeting and Project Management

Consultant will schedule and conduct one (1) project kickoff meeting. Attendees will include the CONSULTANT's Project Manager, Project Engineer and the City's Project Manager and other key City staff. The goal of the meeting will be to confirm project goals, roles, and responsibilities, and to review the scope of services and schedule to ensure mutual understanding and enhance collaboration among project stakeholders and participants.

Task 1 Deliverables

- Agenda, materials, and minutes for project kickoff meeting (PDF format)

Task 2 WIFIA Application Preparation

Task 2.1 Draft Application

Consultant will prepare a draft WIFIA loan application following the EPA Form No. 6100-032 requirements (**Attachment A**). This application will include the consolidation and preparation of five sections including Background of the City, Financing Plan, Federal Requirements Review, contact information, and other relevant information as required. Application preparation will include organization and consolidation of One Water Project Materials and other associated studies. Information from the LOI is also anticipated to be included with the WIFIA Application. Black & Veatch will not prepare any additional studies as part of the application preparation but will identify potential gaps in coordination with WIFIA staff. The draft application will be submitted to the City for review prior to submittal to WIFIA. Comments from the draft application will be provided within three weeks of submittal to the City. The Consultant assumes that comments from the City will be consolidated into one document.

Task 2.2 Final Application

Consultant will address City's comments from the draft application and finalize the application for submittal to WIFIA staff for application approval. Application fees will be paid for by the City.

Task 2 Deliverables

- Draft and Final Application

Task 3 Application Coordination Meetings

Task 3.1 City Meetings

Developing the WIFIA Application is a collaborative process with both utility and finance staff from the City. The Consultant anticipates hosting a series of coordination meetings to support City decisions and need during application development and coordination with WIFIA staff to identify other funding, finance, projects, and other application requirements. As part of this process, Consultant proposes hosting up to five 2-hour meetings to discuss various parts of the application.

Task 3.2 WIFIA Staff Meetings

As part of developing the application and responding to the application, meetings with WIFIA staff will be required during the process to answer questions and provide additional information. As part of this process, Consultant anticipates holding up to ten 1-hour meetings to discuss various parts of the application with WIFIA and City staff during the application development and finalization.

Task 3 Deliverables

- Agenda, materials, and minutes for project meetings (PDF format)

Task 4 Response to Request for Additional Information

Task 4.1 WIFIA Staff Supplemental Information

Once the application has been submitted to WIFIA staff, additional questions and responses could be requested from WIFIA staff. In the event of a request for additional information (RAI) from WIFIA staff, Consultant will provide additional support as needed to respond to questions at request of the City. The supplemental support may include technical clarification, and project validation. This effort does not include environmental site assessments, field visits, detailed engineering, or development of new plans. All materials developed for the RAI will be made available to City staff for review and approval prior to submittal, and all materials, data and model data sets will be provided to the City in digital and or/ paper copy, as appropriate. The Consultant will anticipate two (2) weeks for City review and two (2) weeks to address City comments as part of the schedule.

Task 4 Deliverables

- RAI Response Materials

Task 5 Owner’s Allowance for National Environmental Policy Act (NEPA) Support

Once the application has been submitted and is ready to advance to closing, NEPA requirements must be satisfied prior to loan closing. Considering that the One Water Program consists of variety of projects across a wide geographical area, the specific NEPA requirements are uncertain currently. Accordingly, this proposal includes an Owner’s Allowance as a budget for as-needed support from Black & Veatch to satisfy NEPA requirements prior to loan closing. Upon written request of the City, Black & Veatch will define the scope and level of effort for specific NEPA tasks in writing and advance with NEPA support upon receipt of written approval.

Assumptions and Limitations

- This Scope of Services does not include reviews of site environmental conditions.

- City will pay Loan Application fees.
- This Scope provides services up to the acceptance of the application. Additional due diligence processes and loan term negotiation support will require additional services.
- NEPA support will be limited to either Categorical Exclusions or Programmatic Environmental Assessments. Environmental Impact Statements are beyond the scope of this proposal.
- Black & Veatch (B&V) does not serve as a financial, legal, insurance or tax advisor and does not provide financial, legal, insurance or tax advice and nothing herein should be construed as such advice. B&V has provided options and recommendations based on commercial experience, however any action taken by Winter Haven related to the recommendations and funding/financing options should be reviewed and guided by Winter Haven’s financial, legal, insurance and/or tax advisor(s). Black & Veatch’s services do not include serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

Project Fee

The proposed fee schedule for this Project is provided in **Attachment B** and summarized by Task in the table below. The fee is provided on a labor and expenses not-to-exceed basis. Labor and expenses will be billed monthly according to the billing rates in Consultant’s Master Continuing Professional Consulting Services Agreement with the City.

Task Description	Proposed Labor & Expenses Fee
Task 1 – Project Kickoff Meeting and Project Management	\$ 6,8264.00
Task 2 – WIFIA Application Preparation	\$ 38,216.00
Task 3 – Application Coordination Meetings	\$ 30,804.00
Task 4 – Response to Request for Additional Information	\$15,760.00
TOTAL LABOR & EXPENSES FEE	\$91,644.00
Task 5 – Owner’s Allowance for As-Needed NEPA Support	\$125,000.00

Project Schedule

The proposed Project Schedule below assumes a Notice to Proceed Date no later than April 25, 2023.

Task Description	Calendar Days Elapsed from Notice to Proceed
Task 1 – Project Kickoff Meeting	30
Task 2 – WIFIA Application Preparation	100
Task 3 – Application Coordination Meetings	150
Task 4 – Responses to Requests for Additional Information	365
Task 5 – As-Needed NEPA Support	As Needed

The project schedule will be following the WIFIA Deadline (11/30/2023), with the intent of having the application completed 120 days prior to being due (8/3/2023) to provide the City time to receive internal approvals, review, and modify the application.

ATTACHMENT A

EPA Form



For the WIFIA Application Instructions

The U.S. Environmental Protection Agency (EPA) will invite selected applicants to submit an application for Water Infrastructure Finance and Innovation Act (WIFIA) loans. Unsolicited applications will not be considered. Following selection, each selected applicant will be assigned a transaction team led by an underwriter. The transaction team can answer the applicant's questions regarding the application form, its attachments, and the project review, negotiation, and closing processes.

The applicant should answer all questions in this form. It may indicate if a requirement is not applicable to its project. Narrative answers can reference source documents by including the name of the document and relevant pages or sections and providing any referenced documents as attachments. The applicant must sign the Certification in the appropriate space and submit a scanned version of the signature pages to EPA. If the applicant anticipates a delay in one or more source documents, it should discuss the situation with its transaction team and indicate the anticipated date of submitting that document in the application. Additionally, the applicant is required to notify and submit to EPA any updated application materials that become available during the review period. EPA may request additional items from applicants on a case-by-case basis.

The applicant may assert a Confidential Business Information (CBI) claim covering part or all of the information submitted to EPA as part of its letter of interest, in a manner consistent with 40 C.F.R. 2.203, 41 Fed. Reg. 36902 (Sept. 1, 1976), by placing on (or attaching to) the information a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as trade secret, proprietary, or company confidential. The applicant should also state whether it desires confidential treatment until a certain date or until the occurrence of a certain event. Information covered by a business confidentiality claim will be disclosed by EPA only to the extent and only by means of the procedures set forth under 40 C.F.R. Part 2, Subpart B. Information that is not accompanied by a business confidentiality claim when it is received by EPA may be made available to the public by EPA without further notice to the applicant. More information about CBI is available in the WIFIA program handbook and frequently asked questions (FAQ) available at <http://www.epa.gov/wifia>.

The applicant must submit a non-refundable application fee. The application fee is \$25,000 for an application for a project serving small communities (population of not more than 25,000 people). For all other project applications, the application fee is \$100,000. For further information regarding the application fee, as well as the credit processing fee which will be charged at loan closing, and any other applicable fees, please see the [WIFIA fee rule](#).

WIFIA Application Submission

The final application submission must include:

1. Completed application form;
2. All attachments requested and referenced in this form; and
3. The application fee.



The applicant should reference the supporting document checklist provided on page 4 to ensure all needed information is provided in the application submission. Upon receipt of the application fee and materials, EPA will provide a confirmation email.

Application Form and Attachment Submittal: When finished, the application form and attachments must be uploaded to EPA's SharePoint site. To be granted access to the WIFIA SharePoint site, the applicant should email the WIFIA Underwriter assigned to the applicant with the names and emails of all staff that need access.

Application Fee Submittal: The applicant should use of Pay.gov to make electronic payments to EPA. In Pay.gov, the applicant can track its payments to EPA and schedule recurring or automatic payments. Although it is not mandatory to register for a user id to access and use Pay.Gov, registration is recommended to have access to all Pay.gov system functionality. To use Pay.gov, follow these instructions:

1. Access the Pay.gov system by going to <https://www.pay.gov> and search for WIFIA or click on the following hyperlink to directly launch the [WIFIA Loan Collection & Fees Form](#).
2. Provide the following information on the payment to ensure proper credit:
 - Remitter's contact phone number
 - Company/Organization Name as it appears on EPA document
 - Complete address, including city, state, zip code
 - Project Name
 - Loan Number: this is EPA WIFIA Loan number, NOT the remitter's number
 - From the "Payment Type" drop down menu select "Application Fee (Fee01)"
 - Other Description: please enter the EPA WIFIA Loan number followed by -FEE01, for example 16123DC-FEE01
3. Follow the remaining on-screen instructions to successfully process the payment to EPA.
4. Send an email to OCFO-OC-ACD-WIFIA@epa.gov and wifia_portfolio@epa.gov informing that a payment has been made.

The application fee may also be paid via FEDWIRE; for questions about payments, email to OCFO-OC-ACD-WIFIA@epa.gov and wifia_portfolio@epa.gov. For detailed payment instructions, contact the WIFIA program.

Burden

The public reporting and recordkeeping burden for this collection of information is estimated to average 200 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Support Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Warning



US Environmental Protection Agency
WIFIA Program
Application

OMB Control No. 2040-0292

EPA Form No. 6100-032

Approval expires 4/24/2023

Falsification or misrepresentation of information or failure to file or report information required to be reported may be the basis for denial of financial assistance by the Environmental Protection Agency. Knowing and willful falsification of information required to be submitted and false statements to a Federal Agency may also subject you to criminal prosecution. See, for example, 18 U.S.C. §1001.

Additional information is available at <https://epa.gov/wifia> and by contacting wifia@epa.gov.






SUPPORTING DOCUMENT CHECKLIST

The applicant should submit its completed application form plus all relevant supporting documents listed in the checklist as attachments.

Question	Supporting Document(s)*	Included
Application Fee – Refer to fee instructions on page 2		
Section A: Key Applicant and Loan Information* (No attachments)		
10. System for Award Management (SAM) registration	<ul style="list-style-type: none"> Screen shot verifying active SAM registration^{1*} 	<input type="checkbox"/>
Section B: Applicant Background		
5. Capital Improvement Planning Process	<ul style="list-style-type: none"> Current year and previous 3 years Capital Improvement Plans 	<input type="checkbox"/>
7. Liabilities	<ul style="list-style-type: none"> Liabilities Description 	<input type="checkbox"/>
8. System Condition	<ul style="list-style-type: none"> System Master Plan System Condition Assessment 	<input type="checkbox"/> <input type="checkbox"/>
12. Organization Chart	<ul style="list-style-type: none"> Organization Chart 	<input type="checkbox"/>
Section C: Financing Plan		
4. Preliminary Rating Letter	<ul style="list-style-type: none"> Preliminary Rating Letter* 	<input type="checkbox"/>
5. Audited Financial Statements	<ul style="list-style-type: none"> Audited Financial Statements (3 years)* 	<input type="checkbox"/>
6. Cash flow pro forma(s)	<ul style="list-style-type: none"> Cash flow pro forma* 	<input type="checkbox"/>
7. Rate Setting Process	<ul style="list-style-type: none"> Rate Studies Rate Schedules 	<input type="checkbox"/> <input type="checkbox"/>
8. Flow of Funds	<ul style="list-style-type: none"> Flow of Funds 	<input type="checkbox"/>
9. Loan Agreement	<ul style="list-style-type: none"> Master Indenture Bond Ordinance 	<input type="checkbox"/> <input type="checkbox"/>
Section D: Federal Requirements		
1.National Environmental Policy Act (NEPA)/ Programmatic Environmental Assessment Questionnaire	<ul style="list-style-type: none"> Environmental Assessment (Draft or Final) Environmental Impact Statement (Draft or Final) Supporting Documentation Programmatic Environmental Assessment Questionnaire 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. SRF Environmental Review	<ul style="list-style-type: none"> SRF Findings SRF Consultation Documentation 	<input type="checkbox"/> <input type="checkbox"/>
4. Cross-Cutter Consultation Agencies	<ul style="list-style-type: none"> State Historic Preservation Officer Fish and Wildlife Service National Marine and Fisheries Service Coastal Zone Management Agency Other: <input type="text" value="Click or tap here to enter text."/> 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. Additional Permits	<ul style="list-style-type: none"> <input type="text" value="Click or tap here to enter text."/> 	<input type="checkbox"/>

¹ Applicants must have an active registration in SAM to do business with the Federal Government. Registration information is available at <https://sam.gov/SAM/>.



	<ul style="list-style-type: none"> Click or tap here to enter text. Click or tap here to enter text. 	<input type="checkbox"/> <input type="checkbox"/>
7. Additional Forms	 epa_form_6600_06.pdf  SFLL_2_0-V2.0 (1).pdf  epa_form_4700_4.pdf	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. Uniform Act	<ul style="list-style-type: none"> Narrative of Compliance 	<input type="checkbox"/>
Section E: Contract Information (Refer to Supplemental Spreadsheet)		
Complete Section E of spreadsheet and indicate which of the following attachments are included:		<input type="checkbox"/>
<ul style="list-style-type: none"> Project Map Preliminary Engineering Report Preliminary Design Report Planning Document Executed Contract Documents Procurement Documents Detailed project schedule(s)* Engineer's Cost Estimate associated with detailed project scope* Existing Operation and Maintenance Plan Professional Service Contract or similar evidence of new Operation and Maintenance Plan to be developed Risk Mitigation Plan/Matrix Project Management Plan Evidence of Experience with similar projects Draft of Final Bid Specifications with required language Sample of Final Bid Specifications with required language 		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Certifications		<input type="checkbox"/>

*Required



APPLICATION FORM

Provide the following information in this form. Narrative answers can reference source documents (include the name of the document and relevant pages or sections). Provide any referenced documents as attachments.

Section A: Key Applicant and Loan Information

1. Legal name of prospective borrower:

[Click or tap here to enter text.]

2. Project name (for purposes of identification assign a short name to the project):

[Click or tap here to enter text.]

3. Has the project description changed since Letter of Interest selection?

Yes No

If yes, please provide a brief updated project description.

[Click or tap here to enter text.]

4. Estimated total eligible project costs (in dollars):

[Click or tap here to enter text.]

Check here if total eligible project costs have changed since the letter of interest submittal

5. Requested amount of the WIFIA loan (in dollars):

[Click or tap here to enter text.]

6. Anticipated Closing Date and what is driving date: [Click or tap here to enter text.]

7. Applicant Contact Information

Team Member	Name and Title	Email	Phone Number
Authorized Signatory	[Click or tap here to enter text.]	[Click or tap here to enter text.]	[Click or tap here to enter text.]
WIFIA Point of Contact	[Click or tap here to enter text.]	[Click or tap here to enter text.]	[Click or tap here to enter text.]



Financial Advisor	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Bond Counsel	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Project Manager	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Environmental Review Contact	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

8. Employer/taxpayer identification number (EIN/TIN):

Click or tap here to enter text.

9. Dun and Bradstreet Data Universal Number System (DUNS) number:

Click or tap here to enter text.

10. Is the applicant registered in the System for Award Management (SAM)?

Yes

No

If yes, provide a PDF or JPEG screenshot that shows evidence of the SAM registration and an “active status” for the entity receiving the WIFIA loan.



Section B: Applicant Background

1. Describe the authorizing actions required by the applicant in order to enter into a loan agreement with the WIFIA program (e.g., board vote, local vote, ordinance).

[Click or tap here to enter text.]

2. Disclose any current, threatened, or pending litigation involving the applicant related to permitting, public involvement, environmental irregularities, construction defects, securities fraud, conflict of interest, failure to perform under a State or Federal contract, or other charges which may reflect on the applicant's financial position or ability to complete the project(s).

[Click or tap here to enter text.]

3. List the historical, if available, or projected customer concentration analysis, including a breakdown of customers by class (residential, non-residential, commercial, bulk, etc.), usage, and revenues for the past 12 months and a list of the top ten (10) customers by percentage of revenues.

[Click or tap here to enter text.]

4. Provide the average residential customer combined water and sewer rates as a percentage of Median Household Income.

[Click or tap here to enter text.]

5. Describe the applicant's capital improvement planning process. Include a capital improvement plan, other planning documents, and capital budgets produced in the current year and previous three (3) years as attachments.

[Click or tap here to enter text.]

6. Describe accounts receivables outstanding, including the 12-month trailing average of on-time payment amounts as a percentage of amount billed per period. Include a brief description of the process for collections.

[Click or tap here to enter text.]

7. Describe or provide an attachment with the status of liabilities and funding for pension contributions, defined benefits, and other post-employment benefits.

[Click or tap here to enter text.]

8. Provide the latest system condition assessment report or master plan available for the water and/or wastewater system this project supports. If a report or plan is unavailable, provide a



brief description of significant facilities (i.e. pump stations or treatment plants) within the system, including construction and major rehabilitation dates, and any asset management processes utilized for the system.

[Click or tap here to enter text.]

9. If applicable, describe community outreach efforts conducted to date and planned for the project(s). Include community meetings, outreach sessions and groups contacted.

[Click or tap here to enter text.]

10. Provide a description of the environmental, societal, or quality of life benefits to the community as a result of the project, such as (but not limited to), improving system resiliency, mitigating climate change, supporting small and/or disadvantaged communities, improving access to safe water, addressing contaminants, developing the water workforce.

[Click or tap here to enter text.]

11. Will the project assist in complying with applicable regulatory requirements?

Yes

No

If yes, describe how the project assists with regulatory compliance.

[Click or tap here to enter text.]

For Project and Corporate Financing Transactions Only:

12. Provide a project-level organizational chart, include the major parties involved in planning, owning, financing, providing supply and/or offtake, constructing, operating, and/or maintaining the project(s). Include the major service contractors that have been, or will be, retained for the project (e.g., architects, developers, engineers, attorneys, financial advisors and underwriters, environmental consultants). Please also disclose if there is a financial relationship between the project sponsor and any key project partners.

[Click or tap here to enter text.]



Section C: Financing Plan

1. Provide a sources and uses of funds table for the proposed project(s), including the proposed WIFIA assistance. For applicants other than Public Entities, please identify the amount and source(s) of project equity, letters of credit, and other sources of debt as applicable. Note any ineligible project costs. More information about eligible costs is available in the [WIFIA program handbook](#). If other debt is being issued, including a SRF loan, describe the timing and certainty.

Sources Category	Estimated Dollar Value
1. WIFIA Loan (cannot exceed 49% of eligible costs)	Click or tap here to enter text.
2. Revenue Bonds	Click or tap here to enter text.
3. SRF Loan	Click or tap here to enter text.
4. Borrower Cash	Click or tap here to enter text.
5. Previously Incurred Eligible Costs*	Click or tap here to enter text.
6. Other (please specify) Click or tap here to enter text.	Click or tap here to enter text.
TOTAL SOURCES	Click or tap here to enter text.
Uses Category	Estimated Cost
1. Construction	Click or tap here to enter text.
2. Design	Click or tap here to enter text.
3. Planning	Click or tap here to enter text.
4. Land Acquisition	Click or tap here to enter text.
5. Other Capital Costs	Click or tap here to enter text.
6. Contingency	Click or tap here to enter text.
7. Total Capital Costs	Click or tap here to enter text.
8. Financing Costs	Click or tap here to enter text.
8. Ineligible Costs (if applicable)	Click or tap here to enter text.
9. Other (please specify) Click or tap here to enter text.	Click or tap here to enter text.
10. Other (please specify) Click or tap here to enter text.	Click or tap here to enter text.
TOTAL USES	Click or tap here to enter text.

*Previously Incurred Eligible Costs are project related costs incurred prior to the WIFIA loan's execution. Please see the WIFIA Program Handbook for additional information on Eligible Costs.

2. Describe the proposed credit terms of the WIFIA assistance. Complete the following table and include additional text below.

Credit Term	Proposed Credit Term for WIFIA
Lien Priority	<input type="checkbox"/> Senior Lien: all debt for the project (including WIFIA) will be senior/first lien debt <input type="checkbox"/> Subordinate Lien: all debt for the project (including WIFIA) will be subordinated/second lien debt



	<input type="checkbox"/> Subordinate Lien: all debt for the project (including WIFIA) will be subordinated/second lien debt <input checked="" type="checkbox"/> Subordinate Lien: WIFIA will be subordinated/second lien and other debt for the project will be senior/first lien debt (in this case, WIFIA will automatically spring to senior/first lien debt upon the occurrence of a bankruptcy related
Security Pledge	[Click or tap here to enter text.]
WIFIA Loan Maturity Date	[Click or tap here to enter text.]

- Describe all dedicated revenue sources to be used to repay project financing, the expected rate(s), and the base to which such rates will be applied (e.g. average monthly consumption). Include rate covenant requirements that may affect these revenue sources. If the dedicated source for repayment is different from the assets covered by the security pledge described in the above table, please specify this in the response.

[Click or tap here to enter text.]

- Provide the file name for and submit a new or recent preliminary rating letter from a nationally recognized statistical rating organization opining on the proposed WIFIA financing and describing the applicant’s ability to obtain an investment grade rating on the project’s senior obligations. An existing rating may be used in place of a preliminary rating letter if it is recent and actively maintained. The applicant should discuss using an existing rating with its transaction team prior to application submittal. Note, this application will not be deemed complete without inclusion of a preliminary rating letter.

[Click or tap here to enter text.]

- Provide the year-end audited financial statement for the applicant for past three (3) years, as an attachment, and enter the file names below.

[Click or tap here to enter text.]

- Attach the financial model for the project(s) security structure (i.e. the system for system credits or project for P3/project financings) and provide its file name below. All amounts should be expressed on a cash (year-of-expenditure) basis and should clearly show assumptions used to arrive at such estimates. A sample pro forma can be found [here](#). The pro forma(s) should include:



-
- a. Details on projected revenues, operations and maintenance expense, capital expenditures and other key line items. Include rate changes and inflation factors as appropriate;
 - b. Estimated total debt service coverage. Also show senior and junior lien debt coverages separately, if applicable;
 - c. Disbursement and repayment schedule for all debt sharing the WIFIA security, addressing, as applicable, senior- and junior-lien debt. Same lien debt amounts may be aggregated;
 - d. Anticipated disbursement and repayment schedule of the requested WIFIA loan.

[Click or tap here to enter text.]

7. Describe the rate setting process, including regulations governing rate setting, approval requirements, timing for implementation, etc. Include 10 years of rate schedule history for the applicant and specify if recommended rate increases were ever rejected.

[Click or tap here to enter text.]

8. If available, provide a flow of funds diagram or description and summarize key obligations in the flow of funds.

[Click or tap here to enter text.]

9. Describe what document(s) will be the starting point for the WIFIA loan agreement:

Standard WIFIA loan agreement.

Existing Master Indenture or Bond Ordinance. Included as an attachment is the Existing Master Indenture or Bond Ordinance.

Customized loan agreement for the project(s) and applicant.

Other. [Click or tap here to enter text.]

Additional notes for loan agreement: [Click or tap here to enter text.]



Section D: Federal Requirements Compliance

1. Has the project completed or is in the process of completing an environmental review in accordance with the National Environmental Policy Act (NEPA)?

Yes No

If yes, identify the lead federal agency for the NEPA review, and provide an agency staff contact name/email/phone number.

[Click or tap here to enter text.]

If no, please complete the [Programmatic Environmental Assessment \(PEA\) Questionnaire](#) unless one of the following exceptions are true:

- The proposed project is a pipeline replacement or rehabilitation project, or an upgrade or expansion of an existing facility
- The proposed project contains a large number of components in a wide geographic location

2. Is the project co-financed by the State Revolving Loan Fund?

Yes No

If yes, is the scope of the SRF project the same as the scope of the WIFIA project?

Yes No

If no, note scope differences.

[Click or tap here to enter text.]

3. Has the project completed or is in the process of completing an environmental review with the SRF?

Yes No Not Applicable

If yes, identify the lead agency for the SRF environmental review, provide an agency staff contact name/email/phone number, and if applicable, submit the available SRF Findings and/or SRF consultation documentation.

[Click or tap here to enter text.]

If no, give an estimated timeline for the SRF environmental review and/or submittal of application materials to SRF.



[Click or tap here to enter text.]

4. Identify any agencies with which cross-cutter consultations have been undertaken for the project and include supporting documentation as attachments. (Check all that apply)

- None
- State Historic Preservation Officer
- Fish and Wildlife Service
- National Marine and Fisheries Service
- Coastal Zone Management Agency
- Other [Click or tap here to enter text.]

5. Describe the status of any additional permits and approvals that the project(s) may require. Add additional rows as needed. If providing permit information as attachments, list the filenames below.



Major Permits or Approvals Required	Approving Authority	Status	Expected Approval Date
Enter text here.	Enter text here.	Enter text here.	Enter date here.
Enter text here.	Enter text here.	Enter text here.	Enter date here.
Enter text here.	Enter text here.	Enter text here.	Enter date here.

[Click or tap here to enter text.]


6. Does the project involve a new or relocated discharge, either permanent or temporary, to surface or groundwater or are new or relocated water intakes expected?

- Yes
 No
 Not Applicable

7. Additional forms will need to be completed and submitted prior to closing the WIFIA loan. Check all that are included with the application:

Form	Included	Not Applicable
 epa_form_6600_06.pdf	<input type="checkbox"/>	
 SFLLL_1_2-V1.2.pdf	<input type="checkbox"/>	<input type="checkbox"/> <i>Note: this form only needs to be submitted to disclose lobbying activities</i>



 epa_form_4700_4.pdf	<input type="checkbox"/>	
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8. If the project(s) include acquisition of real property, identify how the project complies or will comply with [Uniform Relocation Assistance and Real Property Acquisition Policies Act](#) (Uniform Act).

[Click or tap here to enter text.]

Section E: Contract Information

Complete the “Section E: Supplemental Spreadsheet.” Instructions for each column are available on the first tab labeled “Instructions – Section E”. Provide answers for each project in the application using separate rows designated, “Contract 1, Contract 2, etc.”



CERTIFICATIONS

1. *National Environmental Policy Act:* The applicant acknowledges that any project receiving credit assistance under this program must comply with all provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.)
2. *American Iron and Steel:* The applicant acknowledges that any project receiving credit assistance under this program for the construction, alteration, maintenance, or repair of a project may only use iron and steel products produced in the United States and must comply with all applicable guidance.
3. *Prevailing Wages:* The applicant acknowledges that all laborers and mechanics employed by contractors or subcontractors on projects receiving credit assistance under this program shall be paid wages at rates not less than those prevailing for the same type of work on similar construction in the immediate locality, as determined by the Secretary of Labor, in accordance with sections 3141-3144, 3146, and 3147 of Title 40 (Davis-Bacon wage rules).
4. *Credit Ratings:* This applicant has received a preliminary rating opinion letter(s) on the project's senior debt instrument, from one or more rating agencies. These letters or ratings are attached.
5. *Credit Processing Fees:* The undersigned certifies that it will reimburse EPA for its costs incurred in negotiating the credit agreement, irrespective of whether the credit agreement is executed.
6. *Lobbying:* Section 1352 of Title 31, United States Code provides that none of the funds appropriated by any Act of Congress may be expended by a recipient of a contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with the award or making of a Federal contract, grant, loan, or cooperative agreement or the modification thereof. EPA interprets this provision to include the use of appropriated funds to influence or attempt to influence the selection for assistance under the WIFIA program.

WIFIA applicants must file a declaration: (a) with the submission of an application for WIFIA credit assistance; (b) upon receipt of WIFIA credit assistance (unless the information contained in the declaration accompanying the WIFIA application has not materially changed); and (c) at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration previously filed in connection with the WIFIA credit assistance.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement,



the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 7. *Debarment:* The undersigned further certifies that it is not currently: 1) debarred or suspended from participating in any Federal programs; 2) formally proposed for debarment, with a final determination still pending; or 3) indicted, convicted, or had a civil judgment rendered against it for any of the offenses listed in the Regulations Governing Debarment and Suspension (Governmentwide Nonprocurement Debarment and Suspension Regulations: 2 C.F.R. Part 180 and Part 1532).
- 8. *Default/Delinquency:* The undersigned further certifies that neither it nor any of its subsidiaries or affiliates are currently in default or delinquent on any debt or loans provided or guaranteed by the Federal Government.
- 9. *Other Federal Requirements:* The applicant acknowledges that it must comply with all other federal statutes and regulations, as applicable. A non-exhaustive list of federal cross-cutting statutes and regulations can be found at: <https://www.epa.gov/wifia/wifia-resources#complianceanchor>.
- 10. *Signature:* By submitting this application, the undersigned certifies that the facts stated and the certifications and representations made in this application are true, to the best of the applicant's knowledge and belief after due inquiry, and that the applicant has not omitted any material facts. The undersigned is an authorized representative of the applicant.

Name: Title: Organization: Street Address: City/State/Zip: Phone: E-mail:

Signature: _____

Date Signed: _____



KEY DEFINITIONS

- (a) *Administrator* means the Administrator of EPA.
- (b) *Community water system* has the meaning given the term in section 1401 of the Safe Drinking Water Act (42 U.S.C. 300f).
- (c) *Credit assistance* means a secured loan or loan guarantee under WIFIA.
- (d) *Credit agreement* means a contractual agreement between EPA and the project sponsor (and the lender, if applicable) that formalizes the terms and conditions established in the term sheet (or conditional term sheet) and authorizes the execution of a secured loan or loan guarantee.
- (e) *Eligible project costs* mean amounts, substantially all of which are paid by, or for the account of, an obligor in connection with a project, including the cost of:
- (1) Development-phase activities, including planning, feasibility analysis (including any related analysis necessary to carry out an eligible project), revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;
 - (2) Construction, reconstruction, rehabilitation, and replacement activities;
 - (3) The acquisition of real property or an interest in real property (including water rights, land relating to the project, and improvements to land), environmental mitigation (including acquisitions pursuant to section 33 U.S.C. §3905(7)), construction contingencies, and acquisition of equipment; and
 - (4) Capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction.
- (f) *Investment-grade rating* means a rating category of BBB minus, Baa3, bbb minus, BBB (low), or higher assigned by a nationally recognized statistical rating organization (NRSRO) to project obligations offered into the capital markets.
- (g) *Iron and steel products* means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (h) *Nationally Recognized Statistical Rating Organization (NRSRO)* means a credit rating agency identified and registered by the Office of Credit Ratings in the Securities and Exchange Commission.
- (i) *Project* means:
- (1) Any project for flood damage reduction, hurricane and storm damage reduction, environmental restoration, coastal or inland harbor navigation improvement, or inland and intracoastal waterways navigation improvement that the Secretary determines is technically sound, economically justified, and environmentally acceptable, including—



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- (A) a project to reduce flood damage;
 - (B) a project to restore aquatic ecosystems;
 - (C) a project to improve the inland and intracoastal waterways navigation system of the United States; and
 - (D) a project to improve navigation of a coastal or inland harbor of the United States, including channel deepening and construction of associated general navigation features.
- (2) 1 or more activities that are eligible for assistance [under section 1383\(c\) of this title](#), notwithstanding the public ownership requirement under paragraph (1) of that subsection.
 - (3) 1 or more activities described in section [300j-12\(a\)\(2\) of title 42](#).
 - (4) A project for enhanced energy efficiency in the operation of a public water system or a publicly owned treatment works.
 - (5) A project for repair, rehabilitation, or replacement of a treatment works, community water system, or aging water distribution or waste collection facility (including a facility that serves a population or community of an Indian reservation).
 - (6) A brackish or sea water desalination project, including chloride control, a managed aquifer recharge project, a water recycling project, or a project to provide alternative water supplies to reduce aquifer depletion.
 - (7) A project to prevent, reduce, or mitigate the effects of drought, including projects that enhance the resilience of drought-stricken watersheds.
 - (8) Acquisition of real property or an interest in real property—
 - (A) if the acquisition is integral to a project described in paragraphs (1) through (6); or
 - (B) pursuant to an existing plan that, in the judgment of the Administrator or the Secretary, as applicable, would mitigate the environmental impacts of water resources infrastructure projects otherwise eligible for assistance under this section.
 - (9) A combination of projects, each of which is eligible under paragraph (2) or (3), for which a State infrastructure financing authority submits to the Administrator a single application.
 - (10) A combination of projects secured by a common security pledge, each of which is eligible under paragraph (1), (2), (3), (4), (5), (6), (7), or (8), for which an eligible entity, or a combination of eligible entities, submits a single application.
- (j) *Public entity* means:
- (1) a Federal, State, or local Governmental entity, agency, or instrumentality; or
 - (2) a Tribal Government or consortium of Tribal Governments.
- (k) *Publicly sponsored* means the obligor can demonstrate, to the satisfaction of the Administrator that it has consulted with the affected State, local or Tribal Government in which the project is located, or is otherwise affected by the project, and that such government supports the proposed project. Support can be shown by a certified letter signed by the approving municipal department or similar agency, mayor or other similar designated authority, local ordinance, or any other means by which local government approval can be evidenced.



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- (l) *Small Community* means a community with a population of no more than 25,000 individuals.
- (m) *State* means any one of the fifty states, the District of Columbia, Puerto Rico, or any other territory or possession of the United States.
- (n) *State infrastructure financing authority* means the State entity established or designated by the Governor of a State to receive a capitalization grant provided by, or otherwise carry out the requirements of, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et. seq.) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12).
- (o) *Term sheet* means a contractual agreement between EPA and the project sponsor (and the lender, if applicable) that sets forth the key business terms and conditions of a Federal credit instrument. Execution of this document represents a legal obligation of budget authority.
- (p) *Treatment works* has the meaning given the term in section 212 of the Federal Water Pollution Control Act (33 U.S.C. 1292).
- (q) *WIFIA* means the Water Infrastructure Finance and Innovation Act of 2014, Pub. L. 113-121, 128 Stat, 1332, codified at 33 U.S.C. §§ 3901-3914.

ATTACHMENT B

Proposed Fee Schedule

Owner: City of Winter Haven

Project: WIFIA Application

PHASE/Task (Billing Rate, \$\$,Hr.)	TASK	Project Manager III	Project Controls/ Scheduling Specialist	Finance/Accountant II	Project Engineer III	Senior Technical Expert	Environmental Scientist	Senior Environmental Scientist 1	SUBTOTAL, Hours	SUBTOTAL, Billings \$	EXPENSES Travel/Per Diem Expenses	SUBTOTAL, EXPENSES	SUBTOTAL, SUBCONTRACTS	TOTAL Billings
		\$256.00	\$148.00	\$101.00	\$170.00	\$270.00	\$126.00	\$150.00						
WORK BREAKDOWN STRUCTURE														
Task 1 Project Kickoff Meeting		8	2	4	8	2	16	-	40	\$ 6,664	\$ 200	\$ 200	\$ -	\$ 6,864
Task 2 WIFIA Application Preperation		16	2	4	24	6	120	84	256	\$ 38,216	\$ -	\$ -	\$ -	\$ 38,216
Task 3 Coordination Meetings		24	2	4	40	20	60	24	174	\$ 30,204	\$ 600	\$ 600	\$ -	\$ 30,804
Task 4 Response for Addational Information		16	2	4	16	6	24	24	92	\$ 15,760	\$ -	\$ -	\$ -	\$ 15,760
Total, Hours		64	8	16	88	34	220	132	562					
Total, Billings		\$ 16,384	\$ 1,184	\$ 1,616	\$ 14,960	\$ 9,180	\$ 27,720	\$ 19,800		\$ 90,844	\$ 800	\$ 800	\$ -	\$ 91,644